



AGENDA: REGULAR SESSION

WEDNESDAY, JANUARY 5, 2022

WASCO COUNTY BOARD OF COMMISSIONERS

<https://wascocounty-org.zoom.us/j/3957734524> OR Dial [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

While these virtual options are provided, we cannot guarantee connection or quality of the call.

PUBLIC COMMENT: Individuals wishing to address the Commission on items not already listed on the Agenda may do so during the first half-hour and at other times throughout the meeting; please wait for the current speaker to conclude and raise your hand to be recognized by the Chair for direction. Speakers are required to give their name and address. Please limit comments from three to five minutes, unless extended by the Chair.

DEPARTMENTS: Are encouraged to have their issue added to the Agenda in advance. When that is not possible the Commission will attempt to make time to fit you in during the first half-hour or between listed Agenda items.

NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the Commission Office in advance, (541) 506-2520. TDD 1-800-735-2900. If you require an interpreter, please contact the Commission Office at least 7 days in advance.

Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la Oficina de la Comisión de antemano, (541) 506-2520. TDD 1-800-735-2900. Si necesita un intérprete por favor, póngase en contacto con la Oficina de la Comisión por lo menos siete días de antelación.

9:00 a.m.	CALL TO ORDER Items without a designated appointment may be rearranged to make the best use of time. Other matters may be discussed as deemed appropriate by the Board. Corrections or Additions to the Agenda Discussion Items: COVID Update ; Museum Commission Appointment ; Opioid Agreements (Items of general Commission discussion, not otherwise listed on the Agenda) Consent Agenda: 12.15.2021 Regular Session Minutes (Items of a routine nature: minutes, documents, items previously discussed.) Public Comment at discretion of Chair
9:30 a.m.	Fee Schedule Ordinance Hearing – Kathy Clark
9:40 a.m.	JRI Grant Agreement – Fritz Bachman
9:50 a.m.	OEM Grant Agreement – Sheridan McClellan
10:00 a.m.	MCCFL Information Services Agreement – Andrew Burke
10:10 a.m.	Bargain Sale & Deed to City of Dufur – Merle Keys/Kristen Campbell
10:20 a.m.	Public Comment for 2022-2027 Medicaid 1115 Waiver – Molly Rogers
10:30 a.m.	EDC Priority List & Quarterly Report – Carrie Pipinich
10:50 a.m.	Coordinated Transit System – Kate Drennan
11:05 a.m.	Wildfire Smoke Response – Lauren Kraemer
11:20 a.m.	Recreation Enhancement, Wildfire Response & Conservation Concept Comments – Kelly Howsley Glover
	COMMISSION CALL
	NEW/OLD BUSINESS
	ADJOURN

If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, ORS 192.660(2)(e) – Real Property Transactions, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) – Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION
JANUARY 5, 2022**

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Kathy Schwartz, Chair
Steve Kramer, Vice-Chair
Scott Hege, County Commissioner

STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

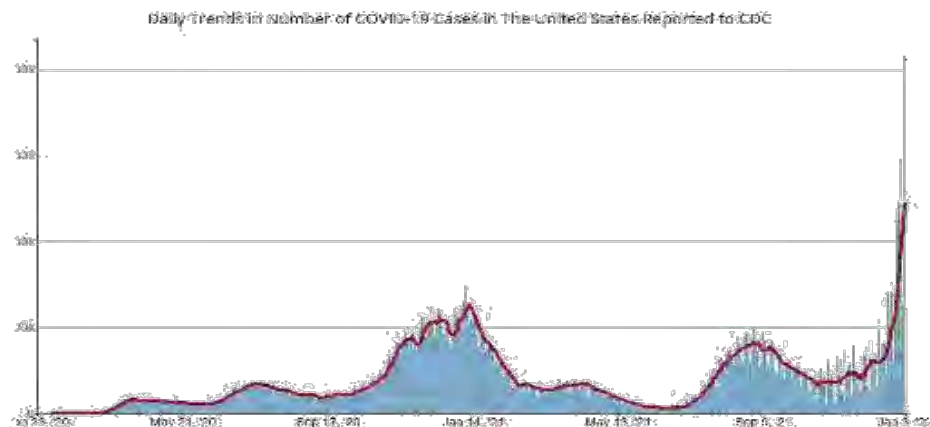
Chair Schwartz opened the session at 9:00 a.m. Changes to the Agenda:

- Remove Dufur Bargain Sale & Deed to place on January 19, 2022 Agenda
- Add Emergency Shelter for COVID Isolation

Discussion Item – COVID Update

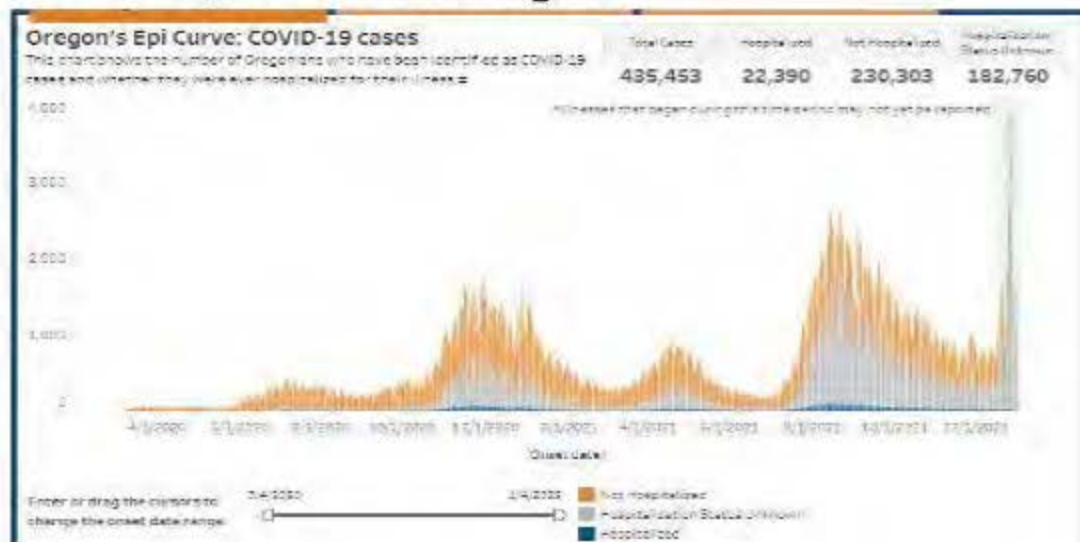
North Central Public Health District Medical Officer Dr. Mimi McDonell reviewed current status of the COVID19 pandemic in the United States, Oregon and our region.

COVID-19 Cases in the USA

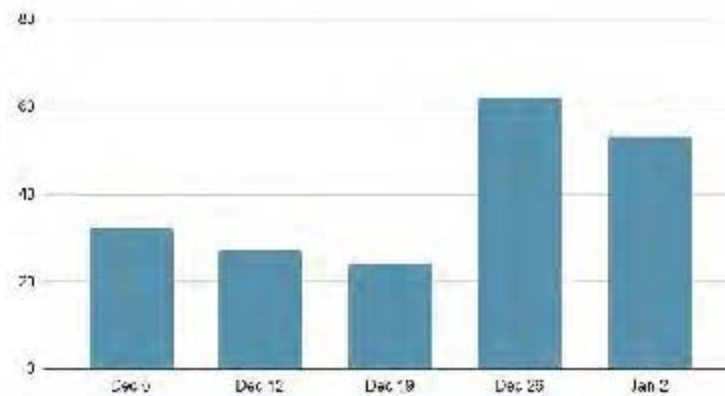


Dr. McDonell pointed out that the United States and Oregon are seeing the highest number of positive cases of COVID19 since the beginning of the pandemic. Wasco County is seeing significant increases in positive test results of the last few weeks.

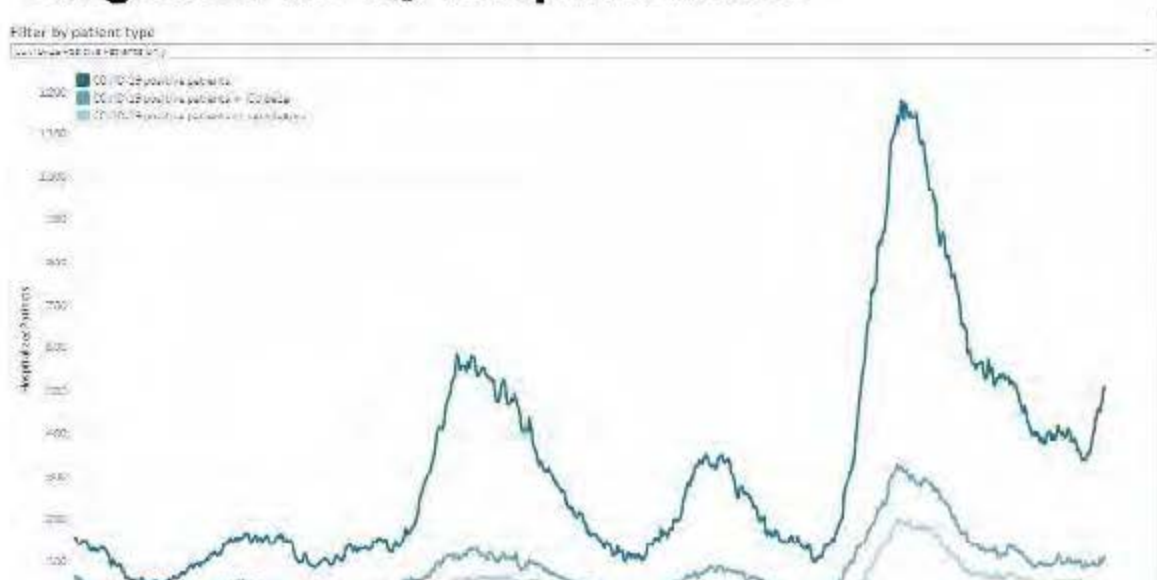
COVID-19 Cases in Oregon



Wasco County Weekly Cases



Oregon COVID-19 Hospitalizations



Dr. McDonell explained that using the number of hospitalizations is a good indicator of the severity of cases that we are seeing. The rise in hospitalizations is not as steep as the rise in cases overall; however, hospitalizations generally lag a couple of weeks behind case counts.

Hospital capacity in our region currently is basically at maximum capacity.

Region 6 Hospital Capacity

9/10	ICU Beds Occupied
44/49	non-ICU Beds Occupied

This Thursday's vaccination clinic will be held at Sunshine Mill due to a plumbing issue at the Readiness Center.

The Pfizer booster has been approved for children between 12 and 15. Medical professionals are looking at vaccination status as being up to date rather than fully vaccinated.

The guidelines are changing for isolation and quarantine. Isolation has been recommended for 10 days but is changing to 5 days if they are asymptomatic and will wear a mask for the following 5 days. NCPHD is working with the local schools to follow the old guidelines until OHA and ODE get up to date. Most of our local schools have not reopened after the holiday break due to the weather conditions.

Quarantine guidelines have also been shortened. If a person has been exposed and is up to date on their vaccinations, they would not need to quarantine. If not up to date on their vaccinations, 5 days of quarantine followed by 5 days of masking is recommended.

Dr. McDonell said that we have had a significant outbreak among our unsheltered homeless population. With freezing temperatures, this population already faces challenges. In The Dalles, St. Vincent DePaul has a congregate warming shelter but that is not appropriate for those testing positive for COVID. We sometimes have availability at some local hotels for shelter; however, a number of these folks are not able to comply with the rules and therefore cannot stay in a hotel. That brings us to our most pressing issue of how to care for this group.

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NCPHD Executive Director Shellie Campbell explained that there has been a lot of discussion around the placement of this population. Emergency Management and the Oregon Department of Human Services were able to get a tent in the community for them. It was set up at the Discovery Center with 8 cots, sleeping bags and a generator. The challenges are around staff support for the tent occupants who generally have some mental health issues and do not comply with rules. NCPHD staff is not trained to deal with those issues. In addition, the generator needs to be refueled every 7-8 hours – staff has had to go out on the icy roads after dark to fill the generator. The request is that City and County leaders help get the tent relocated to a less remote location.

Vice-Chair Kramer thanked Public Health for all the work they have done to keep up with the changes.

Chair Schwartz asked Dr. McDonell to elaborate on what is an “effective” mask. Dr. McDonell responded that surgical grade masks are easily obtained and better than cloth masks. KN95 or N95 masks are even better.

Chair Schwartz observed that there are a lot more home tests in use and the results are likely not reported. That means we no longer have an accurate baseline. She encouraged people to report positive home tests to the Health Department. Dr. McDonell added that Public Health or a primary care provider can give good advice on what to do. The work Public Health is doing now, in terms of case management, has changed.

The Dalles Mayor Rich Mays expressed his appreciation for all the work that has gone into installing and maintaining the tent shelter. He asked how it was decided to place the tent shelter at the Discovery Center and who provided the tent.

Micah Goettl, Regional Emergency Coordinator for the Oregon Department of Human Services Office of Resilience and Emergency Management, stated that his office provided the tent based on a request from Public Health and Emergency Management. It was the most rapid, life-saving response that they could do immediately and is at no cost to the local jurisdictions.

Mayor Mays asked if this has been used in other jurisdictions. Mr. Goettl replied that this is the first tent of this sort to be deployed. The tents are intended for mass evacuations and this is a good test of their use.

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Mayor Mays thanked the State for stepping up to provide this assistance. He asked why it was located at the Discovery Center. Dr. McDonell replied that they were the only ones to say yes.

Commissioner Hege commented that he is open to the idea of moving the tent in coordination with community partners and supports finding a better location.

Vice-Chair Kramer said that this incident opens the door to the need for a greater conversation. We have to start dealing with mental and behavioral health in our community; it is a major issue. We need to work together and support it with resources to address the problem. He said he is also in favor of moving the tent for the health and safety of both staff and tent occupants.

Chair Schwartz asked where NCPHD would like to have the tent located. Ms. Campbell replied that the first choice would be the lower lot at the Public Health annex. Another solution is the Lewis and Clark Festival Park which has restrooms. Placing the tent in an area more familiar to the occupants will encourage them to stay in isolation.

Commissioner Hege asked if the annex location would create parking issues for staff in the 3 buildings located there. Ms. Campbell said that she believes most of Parole and Probation are working remotely. There is enough parking on the upper level but cones and signs would be necessary to cordon off the lower lot.

Commissioner Hege asked if the Festival Park is a good option. Mayor Mays said that there is not a lot of support for that. In 2020 when they tried to site the palette shelters there, it was rejected by City Council. A lot has changed since then; they may feel differently now.

Commissioner Hege asked if we have a sense of how long the tent will be needed. Dr. McDonell said that outbreaks generally last about 4 weeks – that is a loose estimate.

Mr. Goettl said that he is checking with a local supplier that makes portable shelters which might be an option and would be reimbursable. It would have to be locally supported with a plan in place for location. The state can help make the connection with the resource, but a local entity would have to support it.

Dr. McDonell observed that currently, people who have been housed at the

palette shelter are able to comply with the rules; there are no cases reported there.

Chair Schwartz paused the conversation to accommodate the public hearing scheduled for 9:30 a.m.

Agenda Item – Fee Schedule Ordinance Hearing

Chair Schwartz opened the hearing at 9:32 a.m. and explained the process.

Ms. Clark noted that the Board saw the proposed increases to the Building Codes fees at Ordinance hearings that took place in the fall of 2021. The statute requires a more lengthy process for changes to Building Codes fees which is why these are being brought forward today.

Commissioner Hege asked if these changes have been noticed to the contracting community. Ms. Clark replied that it is part of the state process; the County sends the proposed changes to the State Building Codes office and they distribute them to the contracting community. They also post them on their site for 6 weeks.

Vice-Chair Kramer read the Ordinance into the record by title: Ordinance 22-001 In The Matter of Amending Wasco County's Uniform Fee Schedule for Various County Departments.

Chair Schwartz closed the hearing at 9:37 a.m.

Discussion Item – COVID Update Continued

Commissioner Hege said that he thinks directing staff to work in conjunction with partners toward a solution should be considered. He stated that he supports the suggestions that have been made and has confidence in staff to come to a good solution.

Vice-Chair Kramer said that he agrees as long as policy, procedure and legal requirements are met; staff can handle this.

Chair Schwartz asked Mr. Goettl to expand his description the other housing alternative he had mentioned. Mr. Goettl said it is similar to an ice fishing shed. It is 8' x 9', moisture resistant, lockable, wired for 110, able to withstand a snow load and has bunk beds. With just one person in quarantine, it would pay for itself in two months as compared to the cost of a hotel room. It is a longer term

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solution for the homeless crisis; it is safer than a tent and can support long term treatment. It accommodates 2; it is a tiny home concept with a palette shelter application.

Chair Schwarz said that she thinks we should accommodate the request to move the tent to a more convenient location. She agreed that staff can work out the details; having it at the Discovery Center was an immediate solution but it is a challenging location. Going out there every 8 hours to fill the generator is not sustainable and creates an urgent need for relocation. Our Health District staff is in the midst of rising case counts due to the Omicron variant and their capacity is extremely limited. Bringing it closer to them will make it much better. This is an emergency and although no solution will be ideal, we need to get it solved quickly.

Community Corrections Manager Fritz Bachman said that his office is at $\frac{3}{4}$ staffing. There is room in the lower parking lot and they will face any challenges. Bridges to Change has expressed concerns about some of the potential tent occupants who were formerly located at a Bridges house. He said he would prefer the Lewis and Clark Festival Park but he understands the immediacy of the need.

*****The Board was in consensus to direct staff to work with NCPHD to move the tent shelter to a new location.*****

Vice-Chair Kramer commented that this is a short-term problem being addressed today. We have long-term, underlying issues that need to be addressed.

Ms. Campbell said that some of the barriers are around liability and insurance; that will prolong the solution.

Mr. Goettl said that the State is accepting responsibility for damages and will have someone from the manufacturer to help provide guidance for the dismantling and relocating of the tent.

Chair Schwartz said that we will also have County Counsel involved.

Mayor Mays said that he would like to add his voice to Vice-Chair Kramer's comments on the behavioral and mental health crisis. We have to understand

that the reason these folks have been placed in the tent is that they were evicted from the hotel due to behavioral issues. A local task force has been trying to address this issue with no resources and no authority. We need a group that has both to work on this issue.

Chair Schwartz thanked County and NCPHD staff for all their work on this over the holiday.

Agenda Item – JRI Grant Agreement

Mr. Bachman said that he previously presented the grant application and reviewed the details of the program at that time. The funding is commonly not approved by the State until October; this year it was not approved until mid-December. We applied for everything we could to support NORCOR, specialty courts and transitional housing. We are getting a little less than last biennium which is based on our supervision case load. Last biennium we received approximately \$613,000; this biennium we will receive approximately \$570,000, which is the full amount we requested and are approved for. Community Corrections is doing well and getting results. Today's request is for approval of the agreement which is similar to previous agreements with a little more reporting required.

Commissioner Hege asked if Sherman County has a similar agreement with the State and if those funds will be coming to Wasco County as the entity providing supervision services for Sherman County. Mr. Backman replied that this is separate than the grant and aid funding which will come to Wasco County for the work we do on behalf of Sherman County. The Justice Reinvestment Grant funds go directly to each county; Sherman County will apply their JRI funds to provide victims services, prevention and outreach work and work crew programs.

{{Vice-Chair Kramer moved to approve the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement. Commissioner Hege seconded the motion which passed unanimously.}}

Mr. Bachman added that the State has also approved our grant in aid funding and that is moving forward.

Agenda Item – OEM Grant Agreement

Emergency Manager Sheridan McClellan explained that this agreement is for the funding that supports the Emergency Manager position, general office supplies

and training. There is a \$66,000 match requirement from the County.

Commissioner Hege commented that this is the primary funding for our emergency services that comes from the State and goes to all counties. Mr. McClellan confirmed, saying that there is a base amount for all counties and then an additional amount based on population.

Chair Schwartz asked if the match comes from our General Fund. Mr. McClellan replied that it is a 50% match. Chair Schwartz pointed out that he is a staff of one and commended him on doing the job well – it is a big job.

{{{Commissioner Hege moved to approve the OEM Emergency Management Performance Grant Agreement 21-533. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Agenda Item: MCCFL Information Services Agreement
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Information Services Director Andrew Burke explained that this is an agreement to provide services to Mid-Columbia Center for Living for the next 12 months to help them as they work through their current budget crisis. This is a statement of work model and we can build out statements in the future without loss of revenue to the County. That allows flexibility for both the County and MCCFL.

Commissioner Hege asked if we are already providing services. Mr. Burke replied affirmatively, saying that we are doing it in an emergency capacity. He is doing that as a second job.

Vice-Chair Kramer said he would like to hear from the Administrative Officer and County Counsel.

Mr. Stone said that this is actually a concept we had worked on before the MCCFL crisis. This is a regional idea to bring specialization to the IS department that will improve our service level as well as that of others. This is an opportunity to test that system; if it is a viable solution, we can look at expanding to other entities that are too small for dedicated IS staff. We have not been charging up to this point. Realizing their financial landscape, we are scaling the fees. They had been paying \$18,000 per year to contract out for these services.

Mr. Burke added that his department did a cost analysis last year which will enable us to accurately recover costs. Mr. Stone said that we can get more staff

and they can get better services.

County Counsel Kristen Campbell said that she has a conflict for this agreement and therefore referred it to outside counsel for review. She said she has full confidence that they have thoroughly vetted the agreement.

Chair Schwartz stated that she appreciates Wasco County doing this; it is one way we can step up to assist our mental health provider. She said she also appreciates the sliding fee scale as it will help them to get up and running.

{{Vice-Chair Kramer moved to approve the Wasco County Information Services Master Service Agreement between Wasco County and Mid-Columbia Center for Living. Commissioner Hege declared a conflict as he sits on both the County and MCCFL Boards. Chair Schwartz seconded the motion which passed on a vote of 2 yeas and one abstention.}}

Chair Schwartz opened the floor to public comment. There was none.

Agenda Item: Public Comment for 2022-2027 Medicaid 1115 Waiver

Juvenile Services Director Molly Rogers reviewed the comment letter included in the Board Packet. She said she has been working on this issue for over 20 years to allow Medicaid to continue through incarceration. If granted, this will allow services for short-term incarceration.

Commissioner Hege said this makes a lot of sense. It is frustrating when someone has not yet been found guilty but loses coverage. It is the same for both adults and juveniles. He thanked Ms. Rogers for her strong advocacy.

Vice-Chair Kramer agreed with Commissioner Hege's comments. District Attorney Matt Ellis added his support for the comments.

Chair Schwartz asked if the federal government has been denying this. Ms. Rogers replied that it has never actually been included in the waiver request. This is the first time it would be submitted to the federal government. The National Sheriff's Association has been working on this through NACo for the adult side. She said she is asking that they clearly include the juvenile side. She said that we have one kid in NORCOR who needs glasses but has lost coverage while incarcerated.

*****The Board was in consensus to submit the Medicaid Waiver comments as presented.*****

Discussion Item: Museum Commission Appointment

Ms. Clark explained that there are a couple of vacancies on the Fort Dalles Museum Commission. The Commission Board has reviewed Dawn Rasmussen's application and is in support of her appointment.

{{{Commissioner Hege moved to approve Order 22-001 appointing Dawn Rasmussen to the Fort Dalles Museum Commission. Vice-Chair Kramer seconded the motion which passed unanimously.}}}

Discussion Item: Opioid Settlement Agreement

County Counsel Kristen Campbell said this has been going on for 18 months and the litigating entities have reached a settlement. Wasco County is not an active litigant but part of the settlement was to include non-litigating entities. That places Wasco County in line for proceeds which will be approximately \$700,000 to \$800,000 over a 9 year period to be applied to opioid mitigation. In addition to these direct funds, the State will receive funds they will set aside for grant opportunities. She recommended signing the settlement documents which will support finalization of this process. The deadline is January 26, 2022, after which the pharmaceutical companies have a week to determine if there are enough participants to move forward.

Vice-Chair Kramer asked why there are 3 agreements. Ms. Campbell replied that there are two agreements with distributors and one with the state for distribution of funds based on population.

Chair Schwartz asked what kinds of services would qualify for this funding. Ms. Campbell responded that it is fairly broad; there is leeway on what would qualify as a mitigation expenditure.

Chair Schwartz asked if the State allocation will also be staggered. Ms. Campbell replied affirmatively. Chair Schwartz commented that it is very frustrating because opioids have caused such suffering in our communities and this is not enough to counter the damage that has been done.

{{{Commissioner Hege moved to approve the opioid settlement agreements as presented and to authorize Wasco County's Administrative Officer to

effectuate and execute the settlements under the general terms outlined in the documents presented today. Vice-Chair Kramer seconded the motion which passed unanimously.}}

Consent Agenda: 12.15.2021 Regular Session Minutes

Vice-Chair Kramer noted a scrivener's error in the minutes where "rest" is accidentally written as "reset."

{{Vice-Chair Kramer moved to approve the Consent Agenda with the correction to the minutes as stated. Commissioner Hege seconded the motion which passed unanimously.}}

Agenda Item: EDC Priority List & Quarterly Report

PRIORITY LIST

MCEDD Deputy Director of Economic Development Carrie Pipinich reviewed the memo included in the Board Packet.

Vice-Chair Kramer asked if the Dog River pipeline received funding. Ms. Pipinich replied that she has not heard the results of that. Vice-Chair Kramer suggested that if that funding has been secured, that project could be moved off of the list and Work Force could be moved onto the list.

Commissioner Hege agreed. He thanked the EDC for this work. He said that even the additional unranked projects benefit by being moved forward. He asked if those projects have been scoped. Ms. Pipinich said that some of them are the next project on the list but are not quite ready. The EDC helps them with scoping and planning.

Commissioner Hege stated that it is gratifying to see people planning ahead and raising awareness of their needs. Ms. Pipinich said that the community meetings are very helpful to learn what the needs and plans are throughout the county.

Chair Schwartz asked if the community meetings were virtual. Ms. Pipinich said that some of the smaller communities met in person; City of The Dalles met virtually.

Chair Schwartz asked for more information regarding Wy'East. Ms. Pipinich said that they support energy efficiency and technology adoption for farmers and

ranchers. Vice-Chair Kramer added that he has been on the Wy'East Board for 9 years. They started with irrigation conservation and are currently looking at electric farming equipment.

Wy'East Executive Director Robert Wallace said he has been with Wy'East for 12 years and they are working toward renewable energy and energy efficiency on a statewide basis. They work with other nonprofits on electric farm equipment. They have brought in 4 electric tractors and plan to bring in 12-14 more pieces of electric farm equipment. They will work with local farmers and ranchers to test the equipment. They are also working with local utilities. It is a very exciting project.

Chair Schwartz expressed appreciation for the thoughtful work done by the EDC.

*****The Board was in consensus to move the 2022 Priority List forward as presented.*****

EDC QUARTERLY REPORT

Ms. Pipinich reviewed the report included in the Board Packet. The Board thanked her for the thorough report and great work being done at the EDC.

Agenda Item: Coordinated Transit System

MCEDD Deputy Director of Transportation Kate Drennan reviewed the presentation in the Board Packet, explaining that the Gorge Pass will connect all the transportation systems, including the seasonal routes. There is a consolidated website to help riders coordinate their travels.

Ms. Drennan went on to say that they will be enhancing the site with trip ideas that include activities throughout the Gorge. There will be a monthly newsletter that outlines events and how you might plan a trip around those activities. In addition there will be some discounts offered for local products through the Gorge Pass program.

Vice-Chair Kramer praised the work that has been done. Commissioner Hege said it is a great idea to have trip suggestions. He asked if they have seen any increase in ridership since rolling this out. Ms. Drennan replied that there has been an increase in pass usage but the big push for increased ridership will come in the spring. They have a marketing grant and will use that to enter the

Portland market.

Commissioner Hege commented that he has already seen a lot about the program on social media. He asked if there is other functionality for the app. Ms. Drennan responded that it produces data for them but for the rider, it is just a pass. People can get a hard copy of the pass or have it on their phone. Commissioner Hege said that it would be nice to have the route map on the app.

Chair Schwartz noted that there will likely be increased ridership when we get out of the pandemic. She asked if you can get to Mt. Hood through the Gorge Pass system. Ms. Drennan replied that there is a seasonal shuttle to Mt. Hood starting on January 8th. You can bring your ski equipment or snowboard with you.

Chair Schwartz asked if the County partnered on this project. Ms. Drennan answered that Mr. Stone is aware of it but it is a separate program.

Agenda Item: Wildfire Smoke Response

OSU Extension Service District Associate Professor Lauren Kraemer explained that they have been collaboratively working with other agencies to address smoke - especially wildfire smoke - that has significant health impacts. Fire season has been extended by 80 days in Wasco County. Smoke is very dangerous for vulnerable groups. They are using a 3 pronged approach. #1 to gather more information about the levels of smoke which we face year round through fire place smoke, smudge pots and burn barrels in the spring, summer wildfires and planned burns in the fall. Last year's summer fire made us one of the worst air quality areas in the world. We have only two sensors in the Gorge - St Mary's and Hood River; that is inadequate. We need more monitoring and have received a grant from OHSU for 10 more monitors for the gorge. #2 is more community engagement. We have received \$80,000 to work with community partners for a broad focus on communication about smoke levels and environmental notices. There will be a table top exercise to make sure we are communicating in the best way possible. #3 They have applied for a grant to mitigate and reduce smoke impact and have applied for a grant with partners to help reduce and prevent smoke. She asked that the County accept the grant funds. Ms. Clark said she would work with Ms. Drennan offline to complete that process.

Commissioner Hege asked how people can access the air quality information. Mr. Drennan replied that Purple Air carries information supplied by private individuals who have installed monitors. The Extension District will be working

with a company to develop a website that helps translate the information and make it useable. She said that they hope one day to trigger messages to those who sign up for the information and for law enforcement.

Chair Schwartz thanked Ms. Drennan for the information and commented that this is yet another example of how the Extension Service District supports our community.

Agenda Item: Legislative Concept Comments

Planning Director Kelly Howsley-Glover stated that the concept covers a lot of areas and has a broad impact to residents of Wasco County. She said that it is important to submit comment and she worked with the Sheriff and others to understand the variety of impacts. The letter included in the Board Packet lays out some of the most critical issues, specifically the impact of creating new public spaces on staffing and budgets. The concept does address some additional funding for emergency services. Wildfire is a huge concern – the #1 concern for citizens. It is important that it is taken into consideration. There is some talk about wildfire risk. We also need to consider drought resiliency. In addition the Scenic Area loop has an impact on the agricultural industry and there may be some alternate solutions. There also needs to be a tribal intermediary to address the concerns they might have with these changes.

Vice-Chair Kramer said that he thinks the last sentence should be revised to ask for consideration of revision to the management plans from the 1990 and 1994 that do not address our current situation. Supporting healthy forests through a better plan will help. Otherwise, he believes the letter is spot on.

Commissioner Hege agreed with Vice-Chair Kramer's change. He said that the idea in paragraph #3 to have target areas is good; as it stands, the concept is too broad and widespread for us to be able to effectively comment – it is overwhelming.

Chair Schwartz agreed saying that is really the most important sentence in the letter. She asked if it is ordinary to ask for comment on a concept. Commissioner Hege said he has not seen it before; it is nice that they are rolling out the concept.

Chair Schwartz said that she agrees with the change in language suggested by Vice-Chair Kramer. She added these bills get passed and are not always funded. We saw this with the Scenic Area Act; we were promised funding and have fought to get it for many years . . . we finally got the last little bit of it, but it is in

1984 dollars. She said that is her number one concern – there is a lot in the concept without supporting resources.

Vice-Chair Kramer agreed saying that it was his first comment to congressional staffers; this is unfunded and that is irresponsible.

Commissioner Hege agreed saying that even if the funding is added, it often declines over time.

Chair Schwartz commented that she wishes they would put this much energy into preventing wildfire through forest management.

*****The Board was in consensus to submit the proposed comments regarding the Recreation Enhancement, Wildfire Response & Conservation Concept with the changes suggested by Vice-Chair Kramer.*****

Commission Call

Vice-Chair Kramer said that at the last meeting it was mentioned that none of us were able to join in the child care conversation. He asked if either of the other Commissioners had become involved since then. Chair Schwartz replied that Wasco County Human Resources Director Nichole Biechler will be our representative. Vice-Chair Kramer stated that child care has been elevated at Regional Solutions and he wanted to know who to contact.

Vice-Chair Kramer reported that he is meeting monthly with The Dalles Chamber of Commerce Executive Director Lisa Farquarson. She has offered to act as a liaison in any way that makes sense.

Vice-Chair Kramer said that they are about to finish the forestland classification process - one more meeting; He added that he is speaking at CREA to update them on our renewable projects.

Commissioner Hege noted that this past weekend's weather event and shelter crisis put a spotlight on what we do when Mr. Stone is on vacation - who is in charge? Chair Schwartz said that she will be working on that. We need to define the roles and she will be talking to Mr. Stone upon his return - he needs to actually be able to be on vacation. Vice-Chair Kramer said he has asked Ms. Clark to add that topic to our next Work Session.

Chair Schwartz expressed appreciation to the Road Department, Law Enforcement and Facilities for working on all of the weather events through the holidays. She said she also wants to recognize Sheridan McClellan, Matthew Klebes and Tyler Stone for jumping in to help with the houseless COVID outbreak.

Chair Schwartz reported that she just got a text from MCCAC Executive Director Kenny LaPoint that we were selected for the Coordinated Homeless Pilot program - that will mean significant funding. She asked that Mr. LaPoint be added to the next agenda to talk to the Board about the program.

Chair Schwartz said that she received a note from Leah Horner regarding a regional infrastructure fund that we should be paying attention to.

Commissioner Hege said that is \$40million for regional boards to have resources. Vice-Chair Kramer noted that it will be one of the agenda items for County Solutions on the 10th.

Commissioner Hege said he thinks it is interesting that we are the first one to get the tent from the State. It was not perfect, but it is encouraging and we will do better next time.

Chair Schwartz adjourned the session at 12:02 p.m.

Summary of Actions

MOTIONS

- **To approve the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement.**
- **To approve the OEM Emergency Management Performance Grant Agreement 21-533.**
- **To approve the Wasco County Information Services Master Service Agreement between Wasco County and Mid-Columbia Center for Living.**
- **To approve Order 22-001 appointing Dawn Rasmussen to the Fort Dalles Museum Commission.**
- **To approve the opioid settlement agreements as presented and to authorize Wasco County's Administrative Officer to effectuate and execute the settlements under the general terms outlined in the**

documents presented today.

- **To approve the Consent Agenda with the correction to the minutes as stated.**


CONSENSUS

- **To direct staff to work with NCPHD to move the tent shelter to a new location.**
- **To submit the Medicaid Waiver comments as presented.**
- **To move the 2022 Priority List forward as presented.**
- **To submit the proposed comments regarding the Recreation Enhancement, Wildfire Response & Conservation Concept with the changes suggested by Vice-Chair Kramer.**

Wasco County
Board of Commissioners


Kathleen B. Schwartz, Commission Chair


Steven D. Kramer, Vice-Chair


Scott C. Hege, County Commissioner



DISCUSSION LIST

[NCPHD UPDATE](#)- Mimi McDonell

[MUSEUM COMMISSION APPOINTMENT](#)– Kathy Clark

[OPIOID AGREEMENT](#) – Kristen Campbell



DISCUSSION ITEM

NCPHD COVID-19 Update

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



DISCUSSION ITEM

Museum Commission Appointment

[APPLICATION](#)

[ORDER 22-001 APPOINTING DAWN RASUMUSSEN TO FORT DALLES MUSEUM COMMISSION](#)

[MOTION LANGUAGE](#)



FORT DALLES MUSEUM COMMISSION

VOLUNTEER POSITIONS
WASCO COUNTY, OREGON

The Ft. Dalles Museum, a department of Wasco County, is a vital economic and cultural asset in our community and is the oldest historical museum in the State of Oregon. Run by Wasco County and the City of The Dalles, the joint Commission is made up of seven members; four members are appointed by Wasco County and three are appointed by the City of The Dalles for three-year terms. The Commission meets once each month; members are encouraged to volunteer for ongoing projects.

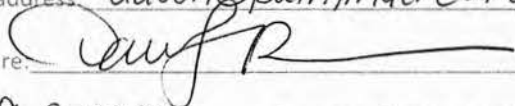
Provide personal qualifications for this specific volunteer position.
Supplementary information may be attached. Do not provide confidential information.

Name: Dawn Rasmussen

Address: 1335 Oak Hill Drive The Dalles OR 97058

Phone (home) 503-539-3954 Phone (work) _____

E-mail address: dawn@pathfinder-careers.com

Signature: 

Date: 9-8-2021 Number of years as a Wasco County resident: 5

Your objectives/goals? Desired contributions and accomplishments? _____

I love history - when I was a kid, my family took vacations and my grandmother would read aloud the history of the areas we were passing through. Despite my eye-rolls at the time, I realize what a gift this was as it has educated me about this country. I still

VOLUNTEER APPLICATION - FORT DALLES MUSEUM COMMISSION

share my grandmother's love of history and look forward to learning more and being a good steward of Wasco County's history at The Fort Dalles Museum.

Education (school, college, training, apprenticeships, degrees, etc.)

Pacific University (B.A. in Communications) 1985-1989

Date(s):

Date(s):

Date(s):

Experience (work, volunteering, leadership roles, achievements etc.)

20+ years in the tourism industry that has included working with The Dalles Area Chamber of Commerce

Date(s):

Date(s):

Date(s):

Date(s):

See LinkedIn.com

- Dawn Rasmussen

General Comments/Additional Relevant Information

I am excited about this opportunity to not only engage with but serve the community to protect this amazing historical resource. Thank you for considering this application.

Send completed form to:

Wasco County
511 Washington Street, Suite 101
The Dalles OR 97058
(541) 506-2520
(541) 506-2551 (fax)



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF THE APPOINTMENT OF DAWN RASMUSSEN TO THE WASCO COUNTY/THE DALLES MUSEUM COMMISSION

ORDER #18-039

NOW ON THIS DAY, the above-entitled matter having come on regularly for consideration, said day being one duly set in term for the transaction of public business and a majority of the Board of Commissioners being present; and

IT APPEARING TO THE BOARD: That a vacancy exists on the Wasco County/The Dalles Museum Commission; and

IT FURTHER APPEARING TO THE BOARD: That Dawn Rasmussen is willing and is qualified to be appointed to the Wasco County/The Dalles Museum Commission.

NOW, THEREFORE, IT IS HEREBY ORDERED: That Dawn Rasmussen be and is hereby appointed to the Wasco County/The Dalles Museum Commission; said term to expire on December 31, 2024.

DATED this 5th day of January, 2022.

APPROVED AS TO FORM:

WASCO COUNTY BOARD OF COMMISSIONERS:

Kristen Campbell, County Counsel

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



MOTION

SUBJECT: Museum Appointment

I move to approve Order 22-001 appointing Dawn Rasmussen to the Fort Dalles Museum Commission.



DISCUSSION ITEM

Opioid Agreement

[JANSSEN SETTLEMENT FORM](#)

[DISTRIBUTOR 1 SETTLEMENT FORM](#)

[SUBDIVISION AGREEMENT](#)

[EXTENSION NOTICE](#)

[MOTION LANGUAGE](#)

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for Oregon’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

Settlement Participation Form

Governmental Entity: WASCO COUNTY	State: OR
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



State of Oregon Subdivision Agreement Regarding Distribution and Use of Settlement Funds

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) ***OR Participating Subdivision*** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) ***Opioid Defendant*** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) ***State of Oregon or State*** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) ***Oregon*** means the geographic territory of Oregon and the State and its local governments therein.

- e) ***Approved Abatement Uses*** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) ***Litigating Local Governments*** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
 - 1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
 - (i) Administration of the PTR Fund and PTR Board;
 - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iii) Funding statewide and regional Approved Abatement Uses.
 - 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 - 3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

d) Provision for State Back-Stop Agreement

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney

General.

e) Additional Costs

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

6. Audits

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Exhibit A
OR PARTICIPATING SUBDIVISIONS
AND LOCAL ALLOCATIONS

Participating Subdivision	Percentages
Albany City	1.1574421234%
Ashland City	0.5725593238%
Astoria City	0.1859283065%
Baker County	0.4771636205%
Beaverton City	0.9709676029%
Bend City	0.9443519043%
Benton County	1.0219885306%
Canby City	0.1716812437%
Central Point City	0.1718730043%
Clackamas County	7.7713142577%
Clatsop County	1.1423692099%
Columbia County	1.0096699413%
Coos Bay City	0.2538945929%
Coos County	1.5633002470%
Cornelius City	0.0949750265%
Corvallis City	0.6633711425%
Cottage Grove City	0.0910229575%
Crook County	0.3513229911%
Curry County	0.7612961295%
Dallas City	0.1606964683%
Deschutes County	2.2569753600%
Douglas County	2.5689481047%
Eugene City	2.7611039932%
Forest Grove City	0.2522169415%
Gladstone City	0.1181360032%
Grants Pass City	0.8232581895%
Gresham City	0.9831942718%
Happy Valley City	0.0103506009%
Hermiston City	0.1316304314%
Hillsboro City	1.5083519364%
Hood River County	0.3553687498%
Independence City	0.0808970601%
Jackson County	4.0769510640%
Jefferson County	0.3674692915%
Josephine County	1.6536523798%

Exhibit A

Keizer City	0.1916558451%
Klamath County	1.2169628601%
Klamath Falls City	0.3209275214%
La Grande City	0.2715648669%
Lake Oswego City	0.6934160342%
Lane County	6.3326808234%
Lebanon City	0.3269345282%
Lincoln County	1.5190343268%
Linn County	1.8185376689%
Malheur County	0.5014027023%
Marion County	4.1636475308%
McMinnville City	0.4803592635%
Medford City	1.5540758598%
Milwaukie City	0.2113647118%
Monmouth City	0.0706960930%
Morrow County	0.1351544937%
Multnomah County	13.9643815662%
Newberg City	0.4093257361%
Newport City	0.1908392623%
Ontario City	0.1869780182%
Oregon City	0.2765040475%
Pendleton City	0.3521049458%
Polk County	0.7074299681%
Portland City	8.2736702858%
Prineville City	0.0924861843%
Redmond City	0.1550311086%
Roseburg City	0.6370799877%
Salem City	3.0438221421%
Sandy City	0.0775015682%
Sherwood City	0.1404204928%
Silverton City	0.0775630731%
Springfield City	1.1667234659%
St. Helens City	0.1964453077%
The Dalles City	0.1723418738%
Tigard City	0.5049875956%
Tillamook County	0.9001228870%
Troutdale City	0.0899929610%
Tualatin City	0.1551565618%
Umatilla County	0.9738633884%

Exhibit A

Union County	0.4153841374%
Wasco County	0.4116278731%
Washington County	7.2167622210%
West Linn City	0.1600504983%
Wilsonville City	0.1383351396%
Woodburn City	0.2069349266%
Yamhill County	1.4120246444%

EXHIBIT B

OREGON BACK-STOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon Back-Stop Agreement (Back-Stop Agreement). Terms used herein have the meaning set forth in the Distributor and Janssen Agreements or the OR Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Back-Stop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibits R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor and Janssen Agreements.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Funds and Cost Funds created under the Distributor and Janssen Agreements before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Back-Stop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

[COUNSEL] certify that it is requesting [\$ _____] ("Requested Amount") from the OR Back-Stop Fund, which amount is to be paid in equal payments over the first seven Payment Dates set forth in the Distributor and Janssen Agreements. Counsel certify that the Requested Amount does not exceed an amount equal to:

[[OR SETTLEMENT FUNDS]*.5*[DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT]*.12] minus [AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT]

Notwithstanding the provisions of this Backstop Agreement, [SUBDIVISION] may pay to [COUNSEL] additional fees consistent with the provision of Section 4(e)(i) and (ii) of the OR Allocation Agreement.

The Oregon Department of Justice is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibits R of the Distributor and Janssen Agreements requires such agreements to be between "a Settling State" and private counsel for a Participating Subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Back-Stop Agreement, and this Back-Stop Agreement does not require the payment of any funds of the State of Oregon, including OR State Funds (as defined in the OR Allocation Agreement) to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[OREGON DOJ SIGNATURE BLOCK]

The undersigned, WASCO COUNTY, OR, ACKNOWLEDGES acceptance of this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for Oregon’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created.

Settlement Participation Form

Governmental Entity: WASCO COUNTY	State: OR
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



State of Oregon Subdivision Agreement Regarding Distribution and Use of Settlement Funds

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) ***OR Participating Subdivision*** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) ***Opioid Defendant*** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) ***State of Oregon or State*** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) ***Oregon*** means the geographic territory of Oregon and the State and its local governments therein.

- e) ***Approved Abatement Uses*** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) ***Litigating Local Governments*** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
 - 1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
 - (i) Administration of the PTR Fund and PTR Board;
 - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iii) Funding statewide and regional Approved Abatement Uses.
 - 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 - 3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

d) Provision for State Back-Stop Agreement

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney

General.

e) Additional Costs

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

6. Audits

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Exhibit A
OR PARTICIPATING SUBDIVISIONS
AND LOCAL ALLOCATIONS

Participating Subdivision	Percentages
Albany City	1.1574421234%
Ashland City	0.5725593238%
Astoria City	0.1859283065%
Baker County	0.4771636205%
Beaverton City	0.9709676029%
Bend City	0.9443519043%
Benton County	1.0219885306%
Canby City	0.1716812437%
Central Point City	0.1718730043%
Clackamas County	7.7713142577%
Clatsop County	1.1423692099%
Columbia County	1.0096699413%
Coos Bay City	0.2538945929%
Coos County	1.5633002470%
Cornelius City	0.0949750265%
Corvallis City	0.6633711425%
Cottage Grove City	0.0910229575%
Crook County	0.3513229911%
Curry County	0.7612961295%
Dallas City	0.1606964683%
Deschutes County	2.2569753600%
Douglas County	2.5689481047%
Eugene City	2.7611039932%
Forest Grove City	0.2522169415%
Gladstone City	0.1181360032%
Grants Pass City	0.8232581895%
Gresham City	0.9831942718%
Happy Valley City	0.0103506009%
Hermiston City	0.1316304314%
Hillsboro City	1.5083519364%
Hood River County	0.3553687498%
Independence City	0.0808970601%
Jackson County	4.0769510640%
Jefferson County	0.3674692915%
Josephine County	1.6536523798%

Exhibit A

Keizer City	0.1916558451%
Klamath County	1.2169628601%
Klamath Falls City	0.3209275214%
La Grande City	0.2715648669%
Lake Oswego City	0.6934160342%
Lane County	6.3326808234%
Lebanon City	0.3269345282%
Lincoln County	1.5190343268%
Linn County	1.8185376689%
Malheur County	0.5014027023%
Marion County	4.1636475308%
McMinnville City	0.4803592635%
Medford City	1.5540758598%
Milwaukie City	0.2113647118%
Monmouth City	0.0706960930%
Morrow County	0.1351544937%
Multnomah County	13.9643815662%
Newberg City	0.4093257361%
Newport City	0.1908392623%
Ontario City	0.1869780182%
Oregon City	0.2765040475%
Pendleton City	0.3521049458%
Polk County	0.7074299681%
Portland City	8.2736702858%
Prineville City	0.0924861843%
Redmond City	0.1550311086%
Roseburg City	0.6370799877%
Salem City	3.0438221421%
Sandy City	0.0775015682%
Sherwood City	0.1404204928%
Silverton City	0.0775630731%
Springfield City	1.1667234659%
St. Helens City	0.1964453077%
The Dalles City	0.1723418738%
Tigard City	0.5049875956%
Tillamook County	0.9001228870%
Troutdale City	0.0899929610%
Tualatin City	0.1551565618%
Umatilla County	0.9738633884%

Exhibit A

Union County	0.4153841374%
Wasco County	0.4116278731%
Washington County	7.2167622210%
West Linn City	0.1600504983%
Wilsonville City	0.1383351396%
Woodburn City	0.2069349266%
Yamhill County	1.4120246444%

EXHIBIT B

OREGON BACK-STOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon Back-Stop Agreement (Back-Stop Agreement). Terms used herein have the meaning set forth in the Distributor and Janssen Agreements or the OR Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Back-Stop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibits R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor and Janssen Agreements.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Funds and Cost Funds created under the Distributor and Janssen Agreements before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Back-Stop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

[COUNSEL] certify that it is requesting [\$ _____] ("Requested Amount") from the OR Back-Stop Fund, which amount is to be paid in equal payments over the first seven Payment Dates set forth in the Distributor and Janssen Agreements. Counsel certify that the Requested Amount does not exceed an amount equal to:

[[OR SETTLEMENT FUNDS]*.5*[DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT]*.12] minus [AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT]

Notwithstanding the provisions of this Backstop Agreement, [SUBDIVISION] may pay to [COUNSEL] additional fees consistent with the provision of Section 4(e)(i) and (ii) of the OR Allocation Agreement.

The Oregon Department of Justice is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibits R of the Distributor and Janssen Agreements requires such agreements to be between "a Settling State" and private counsel for a Participating Subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Back-Stop Agreement, and this Back-Stop Agreement does not require the payment of any funds of the State of Oregon, including OR State Funds (as defined in the OR Allocation Agreement) to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[OREGON DOJ SIGNATURE BLOCK]

The undersigned, WASCO COUNTY, OR, ACKNOWLEDGES acceptance of this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed Oregon State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



**State of Oregon Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds**

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), and the Janssen Settlement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement, and collectively with the Distributor Settlement Agreement, the “Distributor and Janssen Agreements”), including Sections V and Exhibits O to the Distributor and Janssen Agreements, this agreement (the “OR Allocation Agreement”) is entered into between the State of Oregon and the OR Participating Subdivisions (the State of Oregon and OR Participating Subdivisions each a “Party,” and, collectively, the “Parties”) and governs the allocation, distribution, and use of Settlement Fund payments made to Oregon pursuant to Sections IV and V of the Distributor Settlement Agreement and Sections V and VI of the Janssen Agreement. For the avoidance of doubt, this OR Allocation Agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement or Sections X or XI of the Janssen Agreement.

Pursuant to Exhibits O, Paragraphs 4, of the Distributor and Janssen Agreements, acceptance of this OR Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

The following terms shall have the meaning set forth below when used in this OR Allocation Agreement. Additional terms defined within this OR Allocation Agreement shall have that meaning when used in this OR Allocation Agreement. In addition, terms used in this OR Allocation Agreement that are defined in the Distributor and Janssen Agreements will have that meaning unless otherwise defined in this OR Allocation Agreement.

- a) ***OR Participating Subdivision*** means (i) a governmental entity listed on Exhibit A to this OR Allocation Agreement that executes this OR Allocation Agreement and has taken all necessary steps under the Distributor and Janssen Agreements to be entitled to receive Settlement Funds, and (ii) any Additional Participant who becomes entitled to a share of the OR Subdivision Funds as described in Section 4(c)(ii) below.
- b) ***Opioid Defendant*** means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., Amerisource Bergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.
- c) ***State of Oregon or State*** has the same meaning as “Executive Department” as set forth in ORS 174.112, but does not include the Oregon State Treasurer or the Office of the Oregon State Treasurer. When used in any provision of this OR Allocation Agreement the term State of Oregon or State means, as the context requires, an agency, department, division, board, commission or other entity within the Executive Department that has the authority to undertake the obligations or receive the benefit of the particular provision.
- d) ***Oregon*** means the geographic territory of Oregon and the State and its local governments therein.

- e) ***Approved Abatement Uses*** means the Opioid Remediation activities described in Exhibits E to the Distributor and Janssen Agreements.
- f) ***Litigating Local Governments*** means the Counties of Clackamas, Clatsop, Columbia, Coos, Curry, Jackson, Josephine, Lane, Multnomah, Washington, Yamhill, and the City of Portland.

3. General Terms

This OR Allocation Agreement is subject to the requirements of the Distributor and Janssen Agreements, as well as applicable law. If the terms of this OR Allocation Agreement conflict with the terms of the Distributor Settlement Agreement or the Janssen Settlement Agreement the terms of the Distributor Settlement Agreement and/or the Janssen Settlement Agreement will take precedence over the inconsistent provisions of this OR Allocation Agreement.

4. Allocation of Settlement Funds

- a) **Allocation Generally.** The total Settlement Fund payments made to Oregon pursuant to the Distributor and Janssen Agreements (collectively, the “Oregon Settlement Funds”) shall be combined pursuant to this OR Allocation Agreement, and 45% of the Oregon Settlement Funds shall be allocated to the State of Oregon (such funds, the “OR State Funds”) and 55% of the Oregon Settlement Funds shall be allocated to the OR Participating Subdivisions (such funds, the “OR Subdivision Funds”).

b) State of Oregon Allocation

- i. For purposes of this OR Allocation Agreement, “Enabling Legislation” means legislation passed by the Oregon Legislative Assembly and presented to the Oregon Governor for signature, that establishes the authority within the State of Oregon to accept, administer, and expend the OR State Funds, and addresses other matters related to this OR Allocation Agreement. It is the intent of the Parties that the Enabling Legislation will provide, without limitation, that:
 - 1. The OR State Funds will be deposited in a Prevention, Treatment and Recovery Fund (the “PTR Fund”), overseen by a board (the “PTR Board”), which shall be used by the State solely for future Approved Abatement Uses as follows:
 - (i) Administration of the PTR Fund and PTR Board;
 - (ii) Development of a unified and evidence-based state system for collecting, analyzing and publishing data about the availability and efficacy of substance use prevention, treatment and recovery services across the state; and
 - (iii) Funding statewide and regional Approved Abatement Uses.
 - 2. The PTR Board is constituted and authorized so that the State and OR Participating Subdivisions shall have equal representation and voting power on the PTR Board, whether directly or by designated representatives.
 - 3. Effects a release of potential claims against the Settling Distributors and Janssen by local governments or local service districts, as those terms are defined in ORS 174.116, and special government bodies, as defined in ORS 174.117, that have not released their claims through execution of a Subdivision Settlement Participation Form in substantially the form set forth in Exhibit K of the Distributor and Janssen Agreements.
- ii. The OR State Funds will be accepted, administered, and spent in accordance with the Enabling Legislation when it becomes law. The State of Oregon will draft and promote passage of the

Enabling Legislation. The OR Participating Subdivisions acknowledge the need for the Enabling Legislation and will support passage of the Enabling Legislation consistent with Section 4(b)(i)(1)-(2) of this OR Allocation Agreement and will not oppose with respect to any portion of the Enabling Legislation reflecting Section 4(b)(i)(3) of this OR Allocation Agreement. Until the Enabling Legislation becomes law, the OR State Funds shall be deposited in the Oregon Department of Justice's Client Trust Account and may be expended or distributed by the Oregon Department of Justice for Approved Abatement Uses.

c) OR Subdivision Allocation

- i. The Settlement Fund Administrator will be instructed to allocate the OR Subdivision Funds to OR Participating Subdivisions based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible to receive Settlement Funds, based on population or litigation status. The percentage for each OR Participating Subdivision is set forth in Exhibit A in the column entitled "Abatement Percentage" (the "Local Allocation"). For the avoidance of doubt, non-litigating Oregon towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of OR Subdivision Funds.
- ii. An OR Participating Subdivision will be allocated its Local Allocation share beginning on the date it becomes an OR Participating Subdivision but shall not be entitled to any Local Allocation share of Oregon Settlement Funds distributed by the Settlement Administrator before the date it becomes an OR Participating Subdivision.
- iii. The Local Allocation share for a city that is an OR Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is an OR Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for Approved Abatement Uses in that city but will become part of the county's share of the OR Subdivision Funds, which will be used in accordance with Section 4.c of this OR Allocation Agreement and reported on in accordance with Section 5 of this OR Allocation Agreement.
- iv. A city within a county that is an OR Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this OR Allocation Agreement, the City of Portland will be deemed to have elected direct payment if it becomes an OR Participating Subdivision.
- v. The State will receive the Local Allocation share of any payment of Oregon Settlement Funds distributed on a Payment Date that would otherwise be paid to a county or city is eligible to become an OR Participating Subdivision but that has not, as of that Payment Date, become an OR Participating Subdivision.
- vi. Funds received by an OR Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement shall be transferred to the fund to which OR State Funds are paid pursuant to Section 4(b)(ii). OR Participating Subdivisions have seven years from receipt of funds to expend or encumber OR Subdivision Funds designated to support capital outlay projects before they must be transferred to the State.
- vii. Except as set forth in Sections 4.d and 4.e, Settlement Funds received by an OR Participating Subdivision shall be used for Approved Abatement Uses.

- viii. For the avoidance of doubt, and subject to the requirements of the Distributor and Janssen Agreements and applicable law, an OR Participating Subdivision may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Approved Abatement Uses funded from the OR Participating Subdivision's Local Allocation. Further, provided that OR Subdivision Funds are used for Approved Abatement Uses, a county and any cities or towns within the county may agree to reallocate their respective Local Allocation shares of OR Subdivision Funds among themselves, provided that any direct distribution may only be to an OR Participating Subdivision and any OR Participating Subdivision must agree to its share being reallocated.
- ix. Each OR Participating Subdivision is responsible for obtaining necessary budget or expenditure authority under applicable law for its distribution or expenditures of OR Subdivision Funds in accordance with this OR Allocation Agreement.

d) Provision for State Back-Stop Agreement

- i. The OR Participating Subdivisions will establish an Oregon attorney fee back-stop fund (the "OR Back-Stop Fund"). The OR Back-Stop Fund will be funded by and deducted from OR Subdivision Funds prior to the distribution of any Local Allocation share to any OR Participating Subdivisions, shall be equal to no more than \$2,500,000, and may be used only to pay the contingency fees due to Contingency Fee Counsel of the Litigating Local Governments, subject to the limitations set forth in Section 4(d)(ii).
- ii. The parties will notify the Settlement Fund Administrator to withhold and pay the OR Back-Stop Fund from the OR Subdivision Funds according to the national fee fund payment schedule, and the Parties will otherwise cooperate to so instruct the Settlement Fund Administrator. In addition, the Parties will notify the Settlement Fund Administrator to distribute the amounts in the OR Back-Stop Fund to private counsel seeking contingency fees from a Litigating Local Government ("Contingency Fee Counsel") in accordance with this OR Allocation Agreement.
- iii. Contingency Fee Counsel must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor and Janssen Agreements and only upon receiving the maximum amount of fees available under the Distributor and Janssen Agreements may a Contingency Fee Counsel seek payment of any fees from the OR Back-Stop Fund. In addition, under no circumstances shall the cumulative fees paid from the Attorney Fee Fund and the OR Back-Stop Fund exceed 12% of the Litigating Local Government's Local Allocation share of 50% of the Oregon Settlement Funds. For the avoidance of doubt, below is the formula to calculate the amount any particular Contingency Fee Counsel for a Litigating Local Government may be paid from the OR Back-Stop Fund:

$$[[\text{OR SETTLEMENT FUNDS}] \times .5 \times [\text{DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT}] \times .12] \text{ minus } [\text{AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT}]$$

- iv. A Contingency Fee Counsel may only receive fees paid from the OR Back-Stop Fund pursuant to a written Oregon Back Stop Agreement, substantially in the form of attached hereto as Exhibit B, between the Contingency Fee Counsel, the Litigating Local Government it represents, and the Oregon Department of Justice.
- v. For the avoidance of doubt, this OR Allocation Agreement does not require a Litigating Local Government to request or enter into an Oregon Back-Stop Agreement, and no Oregon Back-Stop Agreement shall impose any duty or obligation on the State of Oregon or any of its agencies or officers, including without limitation the Oregon Department of Justice or the Oregon Attorney

General.

e) Additional Costs

- i. Each OR Participating Subdivision may contribute up to 5% of its Local Allocation to pay opioid related expenditures such as unreimbursed administrative expenses, costs, professional fees and attorney fees of outside legal counsel and in-house legal counsel employed by the OR Participating Subdivision (collectively, “Additional Costs”). Each OR Participating Subdivision is responsible for determining the amount of its Local Allocation that it uses to pay Additional Costs (subject to the limit in the previous sentence and as set forth in Section 4(e)(ii) below), and which Additional Costs it chooses to pay.
- ii. The Additional Costs may only be used consistent with the Distributor and Janssen Agreements, and pursuant to the August 6, 2021, order by Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel. In addition, to the extent the Additional Costs are used to pay the attorney’s fees of Contingency Fee Counsel, the cumulative amount of such fees paid to the Contingency Fee Counsel for a Litigating Local Government from the Attorney Fee Fund, the Cost Fund, the OR Back-Stop Fund, and as Additional Costs may not exceed 15% of the Litigating Local Government’s share of 50% of the Oregon Settlement Funds.
- iii. Each OR Participating Subdivision that pays Additional Costs shall report such payments as required by the Distributor and Janssen Agreements and this OR Allocation Agreement.
- iv. Neither the State of Oregon, including the Oregon Department of Justice, nor the Oregon Attorney General shall have any responsibility for any Additional Costs, and shall have no responsibility or authority to resolve any disputes among the OR Participating Subdivisions, Contingency Fee Counsel of the Litigating Local Government, or any other parties with respect to any claims for payment of Additional Costs.

5. State and Subdivision Reporting and Oversight

- a) Prior to September 1 of each year each OR Participating Subdivision receiving payment of OR Subdivision Funds under this OR Allocation Agreement shall deliver an annual report to the Oregon Department of Justice, to the attention of the Deputy Attorney General regarding how it expended OR Subdivision Funds during the prior fiscal year (July 1 – June 30). The Oregon Department of Justice may share those reports with the PTR Board (or its equivalent as established by the Enabling Legislation) and other State entities to ensure expenditures of OR Subdivision Funds were made and will be made in accordance with the Distributor and Janssen Agreements and this OR Allocation Agreement. Each report delivered under this Section 5(a) will also include a certification that all OR Subdivision Funds received by the OR Participating Subdivision during the prior fiscal year have been used in compliance with the Distributor and Janssen Agreement and this OR Allocation Agreement. Each annual report delivered pursuant to this Section 5.a shall include, for the fiscal year that is the subject of the report, (1) the amount of the OR Subdivision Funds received by the reporting OR Participating Subdivision, (2) the allocation of any amounts of OR Subdivision Funds awarded or expended by the OR Participating Subdivision (by journal entry or substantially equivalent report, provided such report shall include, at a minimum, the amount awarded or expended, payee (if applicable) and a description of the expenditure), and (3) the amounts actually disbursed under any award reported under item 2. OR Participating Subdivisions may, for their convenience, adapt existing forms or reports otherwise used by the OR Participating Subdivision to meet the foregoing requirements.

- b) If the State has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement the State may request from the OR Participating Subdivision, and the OR Participating Subdivision will provide, existing data or information about the use of the OR Subdivision Funds received by that OR Participation Subdivision. All requests for information must be reasonable.
- c) If an OR Participating Subdivision has a reasonable basis to suspect that the States' use of OR State Funds is inconsistent with the Distributor and Janssen Agreements or this OR Allocation Agreement an OR Participating Subdivision may request from the State, and the State will provide, existing data or information about the use of the OR State Funds received by the State. All requests for information must be reasonable.
- d) The State will prepare an annual written report regarding the use of Oregon Settlement Funds until those funds are fully expended and for one year thereafter. These reports will be made publicly available by the State.
- e) The State, the PTR Board (or its equivalent as established by the Enabling Legislation) and all OR Participating Subdivisions receiving OR Subdivision Funds will track all deposits and expenditures in accordance with Oregon laws each party is subject to. Each OR Participating Subdivision is responsible solely for the OR Subdivision Funds it receives. A county is not responsible for oversight, reporting, or monitoring of OR Subdivision Funds received by a city within that county that receives direct payment of OR Subdivision Funds.
- f) In each year in which the State prepares an annual report the State will also host a public meeting to discuss the annual report.

6. Audits

- a) If the State or any OR Participating Subdivision has a reasonable basis to suspect that an OR Participating Subdivision's use of OR Subdivision Funds or the State's use of the OR State Funds is inconsistent with the Distributor Settlement Agreement, the Janssen Settlement Agreement, or this OR Allocation Agreement, such Party may request the Oregon Secretary of State conduct an audit pursuant to ORS Chapter 297, provided, however, if the Oregon Secretary of State declines to conduct such an audit, the Parties will select a third party auditor mutually agreed to by the Parties.
- b) No audit may be commenced under Section 6(a) related to a specific expenditure of funds more than five years after the date on which the OR Participating Subdivision's expenditure of the funds subject to the audit was last reported to the State in an annual report submitted pursuant to Section 5(a).
- c) Notwithstanding the foregoing, this OR Allocation Agreement does not limit the statutory or constitutional authority of the State of Oregon or a local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

7. Medicaid Clawback

The Parties understand that the United States may claim a portion of the OR Settlement Funds for Medicaid reimbursement pursuant to § 1903 (d)(3)(A) of the Social Security Act. The Parties agree that, to the extent a claim for Medicaid reimbursement is made, the Parties shall bear the liability for the reimbursement based upon the particular claims made by the United States pursuant to with § 1903 (d)(3)(A) of the Social Security Act. The Parties agree to meet, confer, and cooperate in good faith concerning the allocation of any such liability.

8. Applicability

This OR Allocation Agreement applies to all funds received by Oregon for the McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J") settlements. In addition, the allocation percentage contained herein (45% to the OR State Fund, 55% to OR Subdivision Fund), shall apply to future multistate opioid settlements with distributors, manufacturers, and pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. For the Purdue bankruptcy, the allocation of funds set forth in this Section 8, shall apply to Oregon's share of funds under the bankruptcy plan confirmed by Judge Drain on September 17, 2021 (the "Purdue Bankruptcy Plan"). However, any additional amounts paid under the Purdue bankruptcy resulting from Oregon and other states' appeal of the that plan's confirmation shall be paid directly to the State of Oregon, and any such additional amounts shall not be included in the calculation of the amount of the OR State Funds due to the State of Oregon under Section 4. The Parties acknowledge that in order to obtain settlement funds under the Purdue Bankruptcy Plan the Parties will need to file with the bankruptcy court that approved the Purdue Bankruptcy Plan a proposed allocation agreement that complies with the approved Purdue Bankruptcy Plan, and, to the extent permitted by the Purdue Bankruptcy Plan, the default allocation set forth in the proposed allocation agreement shall provide that 45% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to the State of Oregon, and 55% of the funds distributed to Oregon under the Purdue Bankruptcy Plan will be allocated to OR Participating Subdivisions. The Parties further agree that they will reasonably cooperate with one another to complete the timely filing of the allocation agreement within any deadlines established by the bankruptcy court. In addition, this OR Allocation Agreement, and allocation percentages set forth in this Section 8, shall not apply to any legal actions pursued by or settled by the State of Oregon as an individual state or any legal actions pursued by or settled by any OR Participating Subdivisions as individual cities or counties.

9. Releases

All Parties agree to release all claims as required to participate in the Distributor and Janssen Agreements as set forth in Exhibits K to the Distributor and Janssen Agreements and execution of such releases is a condition of receiving Oregon Settlement Funds under this OR Allocation Agreement.

10. Miscellaneous

- a) **Enforcement.** The State or any OR Participating Subdivision may bring a motion or action in any Oregon State court having competent jurisdiction to enforce the requirements of this OR Allocation Agreement. Before filing such a motion or action the Party intending to file the motion or action will meet and confer with the Party that is or will be the subject of the anticipated motion or action.
- b) **No Intended Third Parties.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement is not enforceable by any party other than the State and the OR Participating Subdivisions. There are no intended third-party beneficiaries to this OR Allocation Agreement, and this OR Allocation Agreement does not confer any rights or remedies upon, and shall not be enforceable by, any person, legal entity, or public body that is not a Party to this OR Allocation Agreement.
- c) **Severability.** Except as provided in the OR Allocation Agreement, if any provision of this OR Allocation Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this OR Allocation Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this OR Allocation Agreement will be valid and enforceable to the fullest extent permitted by law. In the event any provision or part of this OR Allocation Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire OR Allocation Agreement, will be inoperative.

- d) **Additional Litigation.** Nothing in this OR Allocation Agreement alters or is intended to alter or change the right of the State of Oregon or any OR Participating Subdivision to pursue its own claims against any defendant, other than Janssen and the Settling Distributors, through separate opioid-related litigation.
- e) **Construction.** With regard to each and every term and condition of this OR Allocation Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted. If at any time the Parties or any court, administrative hearings officer, mediator, arbitrator, or arbitration panel, are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
- f) **Entire Agreement.** This OR Allocation Agreement contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.
- g) **Amendments.** Any and all amendments to this OR Allocation Agreement must be in writing and must be signed by all Parties.
- h) **Authority.** Each Party that enters into this OR Allocation Agreement represents that it has authority to enter into this OR Allocation Agreement and that all actions or authorizations by the Party's respective Commissions, Councils, Boards, or other governing bodies necessary to authorize the Party to enter into this OR Allocation Agreement have been completed or obtained.
- i) **Legal Advice.** Each Party to this OR Allocation Agreement acknowledges that it has been advised to seek legal counsel and has had the opportunity to have this OR Allocation Agreement reviewed by legal counsel.
- j) **Governing Law.** Except as provided in the Distributor and Janssen Agreements, this OR Allocation Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

Exhibit A
OR PARTICIPATING SUBDIVISIONS
AND LOCAL ALLOCATIONS

Participating Subdivision	Percentages
Albany City	1.1574421234%
Ashland City	0.5725593238%
Astoria City	0.1859283065%
Baker County	0.4771636205%
Beaverton City	0.9709676029%
Bend City	0.9443519043%
Benton County	1.0219885306%
Canby City	0.1716812437%
Central Point City	0.1718730043%
Clackamas County	7.7713142577%
Clatsop County	1.1423692099%
Columbia County	1.0096699413%
Coos Bay City	0.2538945929%
Coos County	1.5633002470%
Cornelius City	0.0949750265%
Corvallis City	0.6633711425%
Cottage Grove City	0.0910229575%
Crook County	0.3513229911%
Curry County	0.7612961295%
Dallas City	0.1606964683%
Deschutes County	2.2569753600%
Douglas County	2.5689481047%
Eugene City	2.7611039932%
Forest Grove City	0.2522169415%
Gladstone City	0.1181360032%
Grants Pass City	0.8232581895%
Gresham City	0.9831942718%
Happy Valley City	0.0103506009%
Hermiston City	0.1316304314%
Hillsboro City	1.5083519364%
Hood River County	0.3553687498%
Independence City	0.0808970601%
Jackson County	4.0769510640%
Jefferson County	0.3674692915%
Josephine County	1.6536523798%

Exhibit A

Keizer City	0.1916558451%
Klamath County	1.2169628601%
Klamath Falls City	0.3209275214%
La Grande City	0.2715648669%
Lake Oswego City	0.6934160342%
Lane County	6.3326808234%
Lebanon City	0.3269345282%
Lincoln County	1.5190343268%
Linn County	1.8185376689%
Malheur County	0.5014027023%
Marion County	4.1636475308%
McMinnville City	0.4803592635%
Medford City	1.5540758598%
Milwaukie City	0.2113647118%
Monmouth City	0.0706960930%
Morrow County	0.1351544937%
Multnomah County	13.9643815662%
Newberg City	0.4093257361%
Newport City	0.1908392623%
Ontario City	0.1869780182%
Oregon City	0.2765040475%
Pendleton City	0.3521049458%
Polk County	0.7074299681%
Portland City	8.2736702858%
Prineville City	0.0924861843%
Redmond City	0.1550311086%
Roseburg City	0.6370799877%
Salem City	3.0438221421%
Sandy City	0.0775015682%
Sherwood City	0.1404204928%
Silverton City	0.0775630731%
Springfield City	1.1667234659%
St. Helens City	0.1964453077%
The Dalles City	0.1723418738%
Tigard City	0.5049875956%
Tillamook County	0.9001228870%
Troutdale City	0.0899929610%
Tualatin City	0.1551565618%
Umatilla County	0.9738633884%

Exhibit A

Union County	0.4153841374%
Wasco County	0.4116278731%
Washington County	7.2167622210%
West Linn City	0.1600504983%
Wilsonville City	0.1383351396%
Woodburn City	0.2069349266%
Yamhill County	1.4120246444%

EXHIBIT B

OREGON BACK-STOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributor and Janssen Agreements and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the Oregon Department of Justice, on behalf of the State of Oregon, are entering into this Oregon Back-Stop Agreement (Back-Stop Agreement). Terms used herein have the meaning set forth in the Distributor and Janssen Agreements or the OR Allocation Agreement, as applicable.

[SUBDIVISION] and [COUNSEL] intend this Back-Stop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibits R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor and Janssen Agreements.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Funds and Cost Funds created under the Distributor and Janssen Agreements before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this Back-Stop Agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

[COUNSEL] certify that it is requesting [\$ _____] ("Requested Amount") from the OR Back-Stop Fund, which amount is to be paid in equal payments over the first seven Payment Dates set forth in the Distributor and Janssen Agreements. Counsel certify that the Requested Amount does not exceed an amount equal to:

[[OR SETTLEMENT FUNDS]*.5*[DIRECT ALLOCATION PERCENTAGE OF CONTINGENCY FEE COUNSEL'S LITIGATING LOCAL GOVERNMENT]*.12] minus [AMOUNT OBTAINED BY COUNSEL FROM ATTORNEY FEE FUND FOR COUNSEL'S LITIGATING LOCAL GOVERNMENT]

Notwithstanding the provisions of this Backstop Agreement, [SUBDIVISION] may pay to [COUNSEL] additional fees consistent with the provision of Section 4(e)(i) and (ii) of the OR Allocation Agreement.

The Oregon Department of Justice is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibits R of the Distributor and Janssen Agreements requires such agreements to be between "a Settling State" and private counsel for a Participating Subdivision. Neither the Oregon Department of Justice nor the State of Oregon have any obligations under this Back-Stop Agreement, and this Back-Stop Agreement does not require the payment of any funds of the State of Oregon, including OR State Funds (as defined in the OR Allocation Agreement) to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[OREGON DOJ SIGNATURE BLOCK]

National Opioids Settlement

EXTENSION NOTICE

Defendants have entered an agreement to extend the sign-up period for Subdivisions under the Distributor and J&J

Settlement Agreement until **January 26, 2022**, in light of several considerations:

1. The uprise in Covid has made many public entities cancel their December meetings or do them by Zoom versus in-person. This has limited the speed with which Subdivisions have been able to sign on.
2. There has been a significant increase in the number of States that have signed on and reached State allocation agreements.
3. Many Subdivisions were not moving forward because they didn't have an agreement with their State, and the extension provides more time to address the settlements in light of newly-reached or pending State allocation agreements.

The date for Defendants to decide whether they are going forward with the Settlement will be **February 1, 2022**.



MOTION

SUBJECT: Opioid Settlement Agreements

I move to approve the opioid settlement agreements as presented and to authorize Wasco County's Administrative Officer to effectuate and execute the settlements under the general terms outlined in the documents presented today.



CONSENT AGENDA

[MINUTES: 12.15.2021 REGULAR SESSION](#)



**WASCO COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION**

DECEMBER 15, 2021

This meeting was held on Zoom

<https://wascocounty-org.zoom.us/j/3957734524>

or call in to [1-253-215-8782](tel:1-253-215-8782) Meeting ID: 3957734524#

PRESENT: Scott Hege, Chair
Kathy Schwartz, Vice-Chair
Steve Kramer, County Commissioner

STAFF: Kathy Clark, Executive Assistant
Tyler Stone, Administrative Officer

Chair Hege opened the session at 9:00 a.m.

Discussion Item – COVID Update

Ms. Clark explained that Dr. McDonell had been called away and would not be able to present a report. Chair Hege asked Vice-Chair Schwartz (Chair of North Central Public Health Board of Health) to provide a brief update.

Vice-Chair Schwartz stated that the Omicron variant of COVID19 has been identified in Oregon. There are more unknowns than knowns regarding the new strain; getting vaccinations and boosters is the best defense. Multiple vaccination clinics are scheduled; there is one tomorrow that has over 300 people scheduled and another on Friday at the Readiness Center. Getting children vaccinated has been a slower process and is mostly taking place through family care providers and pediatricians. Vaccines are also available at local pharmacies, some of which are vaccinating children. She suggested calling ahead. More information is available on the NCPHD website: <https://www.ncphd.org/covid-vaccines>.

Chair Hege asked if there is a walk-in availability for vaccinations. Vice-Chair Schwartz replied that she has seen some walk-ins accepted at the Readiness Center events but that is not guaranteed; she added that One Community Health runs walk-in vaccination clinics available to everyone – call to get days/hours.

Public Comment

Sage DeLong, Field Representative for Congressman Cliff Bentz, said that he is

just here to observe and learn.

Rodger Nichols asked what topics would be included in the afternoon Work Session. Ms. Clark said that there are currently 3 possible topics: Comments on a legislative concept regarding environment and energy; APRA funds distribution; and an NCPHD update. Chair Hege noted that the work session is intended for informal discussion; other topics than those described may be discussed and it is possible that not all listed will be discussed.

Discussion List – Site Assessment Agreement

Emergency Manager Sheridan McClellan explained that this is the agreement is associated with an Oregon Emergency grant agreement recently approved by the Board. The cost of this project will be entirely covered by grant funding.

{{{Commissioner Kramer moved to approve the Service Agreement Proposal with ADCOMM Engineering LLC for a radio system and site assessment. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion List – Fair Board Appointments

Ms. Clark explained that there are 2 vacancies on the Fair Board for which we have received 4 applications. The Fair Board has reviewed the applications and moved all 4 on to the Board of Commissioners for a decision on final appointments with no particular recommendation.

Chair Hege commented that all 4 applicants are good and it is great to have so many willing to serve.

Commissioner Kramer said that he has received a lot of calls and emails around these appointments. There is a lot of work to do and we have the opportunity to hit the reset button to get the work going. With all this interest – there is always room for two more hands on deck. There seem to be two applicants that stand out in the citizens eyes.

{{{Commissioner Kramer moved to approve Order 21-078 and 21-079 appointing Vicki Ashley and Bryan LaRoque to the Wasco County Fair Board. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Commissioner Kramer thanked everyone who took time out to be here; his

phone is always on and he is happy to talk. He said that these appointments will help us move forward on a large body of work – this is a first step.

Vice-Chair Schwartz added her thanks to all the applicants as well as to current and future Board members. Chair Hege agreed saying that past boards have had a lot of participation and the Fair Grounds is an awesome facility. There are a lot of opportunities and he appreciates the communication

Discussion List – Forest Collaborative Appointment

Commissioner Kramer explained that the Collaborative Steering Committee recommends this appointment; Mr. Anderson will be an active participant.

{{{Commissioner Kramer moved to approve Order 21-071 appointing Jon Paul Anderson to the Wasco County Forest Collaborative Steering Committee representing forest products. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion List - Board Elections

{{{Commissioner Kramer nominated Kathy Schwartz to be Chair and Steve Kramer to be Vice-Chair of the Wasco County Board of Commissioners for the 2022 calendar year. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Discussion List - Legal Services Amendment

County Counsel Kristen Campbell explained that Campbell Phillips has determined that they need to standardize their public service rates. This amendment will accomplish that for another term. Campbell Phillips is committed to and proud of their civic work and these rates are not only far below their rates for private sector work but are below standard prices for public sector work. Kiffanie Phillips added that they want to continue to provide competitively priced services effectively and efficiently.

Chair Hege asked Mr. Stone for his input. Mr. Stone stated that the only question is the process for selection. He asked if the Board is content moving forward or does it want to direct staff to solicit other bids.

Chair Hege said that his position is that it is good to periodically go out and look at the market; but for legal services, it is good to have continuity. He said he is very happy to move forward with the amendment.

Vice-Chair Schwartz agreed with Chair Hege as did Commissioner Kramer. Commissioner Kramer asked if anyone has inquired about providing legal services for the County. Mr. Stone said that has not had any inquiries.

{{Vice-Chair Schwartz moved to approve the amendment to the Personal/Professional Services Agreement for Legal Services. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – District Meetings

At 9:27 Chair Hege recessed the Regular Session to open Extension Service District and Library Service District meetings.

The Regular Session resumed at 9:37

Agenda Item – WCLEA Agreement

Sheriff Lane Magill explained that this is the collective bargaining agreement for the next 3 years. The Sheriff's Office is comfortable with the agreement; from a compensation perspective, it is in line with current national wage increase rates. One other change is that they broke out certification pay which will provide additional incentive for staff to participate in continued professional development. He thanked Human Resources Director Nichole Biechler and Finance Director Mike Middleton for their invaluable assistance throughout the negotiations.

Ms. Biechler added that they incorporated Juneteenth observance into the agreement as we are recognizing it as an organization.

Vice-Chair Schwartz asked if this is negotiated every 3 years. Sheriff Magill replied affirmatively noting that it is a common length of time for union agreements. Ms. Biechler pointed out that this agreement will be retroactively effective.

{{Commissioner Kramer moved to approve the Collective Bargaining Agreement between Wasco County and Wasco County Law Enforcement Association effective through June 30, 2024. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Chair Hege expressed appreciation for the important and often challenging work done by law enforcement.

Agenda Item – Substance Abuse Treatment Contract

Juvenile Services Director Molly Rogers explained that a member of her staff has been recently been certified as an alcohol and drug counselor. As a newly certified counselor, there is a requirement for supervision as they begin counseling. This agreement will provide that supervision. Youth Services will be working with their clients as well as youth lodged at NORCOR.

Vice-Chair Schwartz commented that this is good work that needs to be done.

{{Vice-Chair Schwartz moved to approve the Substance Abuse Treatment Consulting Services Contract between Wasco County and Monique Adams. Commissioner Kramer seconded the motion which passed unanimously.}}

Agenda Item – Information Services Backup System

Information Services Director Andrew Burke reviewed the memo included in the Board Packet.

Commissioner Kramer reported that he heard Mr. Burke speak at the Association of Oregon Counties (AOC) Conference this year in conjunction with Homeland Security; Mr. Burke represented the County well. He went on to say that this is very important to our organization and he sees no reason to not move forward with the recommendation.

Vice-Chair Schwartz concurred, adding that she appreciated all the work and thought that went into this recommendation.

Chair Hege said that Mr. Burke did an outstanding job at AOC and he came away having learned new things. He asked if the matrix scores were done internally or came from an outside source. Mr. Burke replied that he and his staff went through several product demonstrations and reviewed industry literature; then they scored each product/company on 19 weighted key factors.

Chair Hege asked how this new system relates to ransomware threats and our security. Mr. Burke answered that when ransomware enters the system it encrypts data so that the organization cannot access the information. It sits there for some time to gain access to back up systems. This new system will make the backups read-only so that they cannot be encrypted.

Chair Hege commended the work done by the IS Department saying that they are great people working for us and protecting us. He noted that Tillamook

County lost a lot of money in one of these attacks.

Mr. Burke explained that the FBI reports that ransomware is a smaller portion of the cyber threats; more is lost in phishing and other cybercrime. Ransomware tends to be large amounts all at once.

*****The Board was in consensus to approve the recommendation put forth by Information Services to move forward with the Veeam backup solution to increase our capability to respond and mitigate against disaster and other incidents to ensure Wasco County data is not lost.*****

Mr. Burke stated that next will be an upgrade to our system infrastructure.

Agenda Item – ORMAP Grant Agreement

Survey and Engineering Technician Ivan Donahue stated that this grant agreement represents the 12th phase of a multiyear project. This \$41,000 grant award is to collect 84 survey control points in 3 townships east of The Dalles. This will help remap the Assessor's maps to real world locations. There will be one more grant to complete the survey control and we will then move forward to the actual re-mapping work. He added that the State is pressing all counties to upgrade to ESRI Pro so that all counties are on the same system. He said that he has been working to get training for that platform paid for by the State.

Chair Hege asked how many agreements we have signed during this process. Mr. Donahue replied that this is the 24th.

{{Commissioner Kramer moved to approve ORMAP IGA #DOR-560-21 funding the continued conversion of Wasco County tax maps. Vice-Chair Schwartz seconded the motion which passed unanimously.}}

Agenda Item – Delineation Estimate/Agreement

Mr. Stone explained that this is a contract to do wetlands delineation on the parcel we will be receiving from Google as part of the Strategic Investment Program (SIP) Agreement. This is part of the due diligence we must do for future development of the property; there will be other similar items as we move forward, such as a cultural study. TerraScience has done a lot of work in the Port area and are familiar with the landscape in that area. Their background and experience qualifies them as a sole source provider. He said he is seeking approval to move forward.

Port of The Dalles Executive Director Andrea Klaas said that the Port worked with them a few years ago for an analysis. She reported that they are very practical in addressing community goals and state requirements.

Vice-Chair Schwartz asked if the SIP has been approved by Business Oregon. Mr. Stone replied that should happen this week. Vice-Chair Schwartz asked that if they do not approve the agreement, would we not move forward with this contract. Mr. Stone confirmed that statement.

Vice-Chair Schwartz asked what solutions or options are available if there are wetlands. Mr. Stone responded that there are a variety of solutions such as mitigation, swapping property, incorporating the wetlands into the design, etc.

Vice-Chair Schwartz asked if we know there are wetlands on the property. Mr. Stone replied that we do. Chair Hege added that there is a whole process they go through to determine status. Vice-Chair Schwartz commented that we would do this for the County's benefit regardless of the outcome of the SIP Agreement approval process. Mr. Stone replied affirmatively saying that it will be our responsibility as owners. The hospital will have to do that for Kramer Field should the project go forward.

Chair Hege asked the status of the SIP approval. Mr. Stone said that it will be considered this week and we should have an answer.

{{{Commissioner Kramer moved to approve the agreement with Terra Science, Inc. for Contemporary Wetland Delineation Services for The Dalles Rodeo Grounds Site contingent on the Business Oregon approval of the Google SIP Agreement. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Consent Agenda – 12.1.2021 Minutes/Reappointments

{{{Commissioner Kramer moved to approve the Consent Agenda. Vice-Chair Schwartz seconded the motion which passed unanimously.}}}

Agenda Item – Executive Session

At 10:17 a.m. Chair Hege recessed the Regular Session to hold an Executive Session pursuant to ORS 192.660(2)(h) and ORS 192.660(2)(e). He explained the process for the Executive Session including cautioning the press to not report on anything discussed in the Executive Session except to note the purpose as stated above.

The Regular Session resumed at 10:45 a.m.

Agenda Item – Hwy 30 Water System Expansion

Mr. Stone stated that this project began some time ago with Board approval to move forward with design efforts. Since that time we have engaged Tenneson to provide a cost estimate (attached). In this design we will tie into the well system and down to Hwy 30 where a fire hydrant will be installed. The golf course has struggled to have enough water in the drier months of the year. He said that he is requesting approval to put the project out to bid.

Vice-Chair Schwartz asked about the history of the water system and why the County is involved. Mr. Stone replied that this came about long before most of us were here with the building and funding of the Discovery Center which needed a water system. Through a number of agreements, both written and verbal, the Kuck well was identified to serve the Discovery Center. However, the well property could not be carved out to be part of the larger agreement so the Kick well became a County asset managed by the City of The Dalles. Other future customers identified included the golf course apartments, the golf course and a mobile home park. The Golf Course approached the County asking for help with water for the drier months.

Vice-Chair Schwartz observed that at some point, we were supposed to turn the well over to the City, but that never happened. Mr. Stone confirmed, saying that as soon as this project is complete, we will pick up that conversation as the City is the entity with the capacity and capability to manage the water system.

Chair Hege said that in terms of the design, there are a number of others that this can serve. He asked if there are provisions for that. Mr. Stone said that it will be up to them but this design can accommodate that. The organic farm has already reached out. Right now we are just focused on getting the system built. Chair Hege commented that it should be built in a way that prepares for those future possibilities. Mr. Stone agreed.

Vice-Chair Schwartz said that she is glad to see the provision for a fire hydrant; it is a vulnerable area with a vulnerable population.

Commissioner Kramer said that this is a greater good project for the entire county.

Chair Hege opened the floor to public comment.

The Dalles High School Athletic Director, Billy Brost, said that they support this project to assist The Dalles Country Club. Golf was one safe activity for our kids during the pandemic. They really need this help to continue to operate the course. Without it, golf programs throughout the county would be eliminated.

The Dalles Chamber of Commerce Executive Director Lisa Farquharson reported that they are frequently asked where people can go golfing; travelers go golf course to golf course and they stay overnight. That is an additional \$150 per day outside of what they spend on lodging and gas. By making a better golf course, we are bringing in more tourism dollars. In 2019, we had 100,000 stays for the year. We have businesses that depend on those outside dollars. It is a win-win for our community.

Steve Lawrence, The Dalles Country Club President, read the following statement:

Historically The Dalles Country Club course had sufficient water access through its wells. Several years ago, the loss of water table prompted us to invest \$30,000 to strengthen #2 well, clean and cap the sides. We only achieved 50% of expected gain. Presently, the amount of water in our wells is not sufficient in the summer months to refill the pond quick enough to provide adequate irrigation.

As a result of inadequate water, the hot sun and hot wind of the Columbia River Gorge soon dries out the fairways, turning the course brown in many areas. We have tried different chemicals and testing to define areas of greatest need. We continue to fight thatch and mold as a result. This has a negative effect on our ability to recruit members and public play.

A 1995 agreement to provide water from the Kuck Well to the Discovery Center, states clearly an intent to eventually provide water to the Country Club and surrounding apartments. We believe that time is now.

Through the recent pandemic, we have opened the course to more public play and have achieved a modicum of success. The need for outdoor activities has helped. Due to the success of open play and utilizing opportunities to recruit more frequent public players, open play will be a major component going forward.

The Harvest Host program is a travel opportunity discovered by one of our members, Pete Kelly. It allows us to offer a parking place for travel trailers to

those travelers interested in playing golf on our course. Through its web site, we have been able to list our course and have seen a steady number of traveling golfers who have visited this past summer.

Currently, we are concluding an agreement to lease the club restaurant and kitchen for full service public dining in The Dalles. That will change the entire atmosphere within the 100 year old building, which is currently being updated and remodeled a bit, will welcome new visitors to the facility and provide new opportunities for us to recruit golfers.

Historically, the club has been an opportunity for charitable and youth organizations to raise money through tournaments. MCMC holds an annual fund raiser for its foundation and the Hustlers baseball has raised funds for its programs. With a healthy, green course through the spring, summer and fall, more such opportunities will become available.

The Dalles Country Club has seen great success over the years. Professional tournaments were held with such pro golfers as Ben Hogan and Lee Trevino among the players. A well-watered, green course would allow us to return to those days.

Three high school teams currently use our course and high school tournaments are held without cost to the teams. Coaches from our club mentor these teams; Dan Telles, The Dalles Boys Golf, Travis Kane, Dufur Boys and Nate Timmons, The Dalles Girls Golf. And there have been many successes for youth players coming from this club. Damian Telles was given a full scholarship from U of I and played in 2 US Amateur Tournaments and played on the Canadian Tour. Caitland McCleary was player of the year for conference and received a scholarship to Seattle Univ. She also played on the woman's Symmetry Tour, Tyler Vasar and Donnell Smith, Jr. received scholarships. Presently, Chase Snodgrass, who works in our pro-shop, is enrolled in the PGA apprenticeship program. All came from local school golf teams.

This year we finalized creating The Dalles Golf Education Association, a 501 C (3) non-profit for the purpose of providing free lessons for youth which would include youth sized golf clubs, an opportunity to learn golf, swim in our pool and receive a lunch. This program will be supported in part by a Google grant, fund raising tournaments and donations. It is our intention that Travis Kane will be involved in this program. A board is currently being put together with hope the program will be active the summer of 2022.

Mr. Lawrence introduced Travis Kane who runs the TK Golf Academy in The Dalles and who was just named to the Top 50 Coach Award for 2021. This award reflects that the facility management values golf play development and sees the value in an effective program that measurably grows golfers and golf facilities.

Mr. Kane reviewed a presentation (attached), saying that not only does he work with youth but has students from up and down the gorge that range in age from 5 to 70 – 51 families with 151 golfers for 934 visits. There are a lot of programs we can host and expand.

Mr. Lawrence introduced Breanna Wimber, one of their newer members, to share her experience. Ms. Wimber related her positive experience of being able to get out during the pandemic through the activities at the Golf Course. She pointed out that it is hard to golf on brown grass and dirt and she is very hopeful with this positive direction. The Dalles has 300 days of sunshine a year – that is a lot of opportunity to get out. In addition, the Golf Course offers other opportunities through their event space.

Mr. Lawrence continued by saying the effort to find additional water has been ongoing for years. Past boards have investigated the water table issues, water rights and an opportunity to sell part of our acreage not used by the course for additional funding. In the summer of 2020, contact was made with Dave Anderson, public works director, to evaluate the flow strength of the Kuck Well. He assured us there is sufficient water available to provide 1 million gallons a month during the most critical late spring and summer months. We have met with Tenneson engineers to identify the most effective route to and through the course to our pond, discussed water flow needs, gauge locations and how to provide potable water to the clubhouse to get us off an aging cistern.

This issue has impacted our long range planning, how we see the course grow, planning for tournaments, recruiting members and the public, our decision to lease the clubhouse and where we invest in preparation of the course condition. We recently invested in a new tractor and will be looking at updating several failing pieces.

The idea of providing water to the country club is not a recent issue. As I stated earlier, it was contemplated in the 1995 agreement between the city and the county when the Kuck well was developed.

The Golf Alliance did a study about the economic development impact of golf

WASCO COUNTY BOARD OF COMMISSIONERS
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courses in Oregon, a study I shared with Tyler Stone, your administrator. The impact is impressive. In 2019, the total impact was 1 billion, 600 million. Of that, \$281 million is just golf tourism. The other dollars come from revenues raised, suppliers income, charitable contributions, sales of clothing, equipment and golf balls, to name just a few components. As tourism grows and it will grow in the gorge, the prospect for golf tourism is strong.

Timing for us is critical. Without additional water, this course cannot survive. This process has been extended waiting for Tenneson to submit a proposal and then to do an analysis. For us to receive the water for the summer of 2022, it is imperative that steps occur toward getting bids for construction of the water line as soon as possible. I would respectfully request that the commission make its decision today to move forward on this much needed project.

Chase Snodgrass said that he is grateful for the opportunity to work as an apprentice at the Golf Course. He said he began golfing at age 5 and participated in the summer youth program when the course was beautiful year-round. It now gets grown during the prime golfing system making it hard to sell as a top course.

Mr. Stone said he is seeking approval to move forward; the first step is going out to bid.

Commissioner Kramer said he is ready to move forward.

Chair Hege asked Mr. Stone what he anticipates as a time line for next steps. Mr. Stone replied they will go out to bid immediately. There is some urgency for summer use of the course.

Nicole Bailey, Environmental Specialist Supervisor for North Central Public Health District wrote in the chat: Providing safe and reliable drinking water by improving infrastructure is supported in my opinion as a public health employee that works with water systems regularly. There are several other small water users in that area that will need support working through water scarcity stemming from accelerated climate change, drought, and aging infrastructure. Chair Hege said that we need to make sure that is easy to do; he expressed his support for the project.

Vice-Chair Schwartz stated that she also supports the project. It is a real public benefit and asset for our kids, residents and businesses. Once we have bids, we

need to talk about where we are getting the funding for this.

*****The Board was in consensus to move forward with putting the Hwy 30 Water System Expansion Project out to bid.*****

Chair Hege called for a recess at 11:34 a.m.

The Session reconvened at 2:30 p.m.

Agenda Item – Work Session

LEGISLATIVE CONCEPT

Planning Director Kelly Howsley-Glover said that she was alerted to a legislative concept from Senator Merkley that impacts the scenic area. She said that she has prepared comments on behalf of the Board and would like feedback; comments are due by January 7, 2022.

Ms. Howsley-Glover went on to say that it is a broad concept looking at addressing a variety of issues with recreation and scenic areas: closures in Mt. Hood Forest and Whiter River; trail connectivity; fire mitigation in the forest; and better coordination with tribal populations. We want to make sure that law enforcement and the firefighting community can weigh in on how this impacts their work. We are asking that they are included in the conversation as well as funding to implement for expansion. Closures can have unintended consequences as they can become problem areas for law enforcement. The US Forest Service needs to think about forest management from the perspective of wildfire. That is coupled with drought - which is not included in the legislation; we need to think about resiliency. Another component is to share the work we have done for wildfire mitigation. We hope they will support our rural fire districts for funding. Another issue from a planning perspective is the idea of putting into place a liaison to have access to tribal communities in a way that is culturally respectful. The trail connectivity - some are working landscapes and we want to preserve that from an economic standpoint; the private landowners are excellent stewards of the land and often do more that the public can afford. It would be better to have a partnership rather than converting it all to public land. Those landowners need to be included in the conversation. It will also impact our taxing base; it could increase the workload and decrease the funding. One possibility would be to do a swap of landlocked lands that could be put back into production.

Ms. Clark explained that the Board has time to submit comments to Kelly and then consider the composition of a letter at the January 5th Board Session as the comments are not due until January 7th.

Commissioner Kramer said that the Forest Service is already stretched. This concept is broader than the one that was floated a couple of years ago. He said he would share information that the Forest Collaborative has gathered. Chair Hege added that Congressman Blumenauer's website also has a lot of information.

Further discussion ensued regarding the legislative concept response letter. The Board will send comments to Ms. Clark by the end of the year. Ms. Clark will work with Dr. Howsley-Glover to draft a response letter.

NORTH CENTRAL PUBLIC HEALTH DISTRICT UPDATE

Vice-Chair Schwartz reported that the District has not yet received official notice from Gilliam County that they are withdrawing from the District but it is expected by the end of the year. That would remove them from the District by July 1, 2022. There will be a lot of work associated with that change. They have no clear financials from Oregon Health Authority as far as how this will impact the NCPHD budget. District staff and Board will put together an action plan and will be looking to Mr. Stone for guidance and wisdom. Sherman County wants to stay in the District. Gilliam County will be working to set up their own Health Department.

Chair Hege observed that some say it would make more sense to have the District become Wasco County's Health Department and contract out services to Sherman County. Vice-Chair Schwartz responded that they have not discussed that yet. All options will be considered but with staff under such stress, it is not a good time for a transition. There may be some merit to that idea but the way we contracted services out in the past cannot happen now. All of this started in the 1950s.

Commissioner Kramer said he would have more questions as the process developed. He commented that it looked very different when Wasco County tried to withdraw from the District. The ultimate goal is to have the best Public Health that we can and that will be at the forefront of his thoughts.

Vice-Chair Schwartz said that NCPHD wants to help Gilliam County have the best chance at success. She stated that she thinks it will be challenging; most of the work will be between OHA and Gilliam County. The Condon medical clinic will

likely take on that role.

AMERICAN RESCUE PLAN FUNDING

Mr. Stone said that Wasco County has been awarded \$5.1 million dollars through ARPA with half already received; the other half will be received next summer. He said that his recommendation is to apply the funds to reimburse losses due to the pandemic which will free the dollars up to broader uses. He added that it is very difficult to define a distribution/expenditure process that selects winners and losers; he is seeking feedback from the board. He noted that the memo (attached) suggests some minimum criteria and a scoring matrix. He pointed out that there are a number of projects such as broadband and the recreation complex already in the County purview. A number of requests have already been made by community partners – the child care center; NCPHD, North Wasco Parks and Recreation; and others. These are one-time dollars that can have a significant impact in our County.

Vice-Chair Schwartz asked if we have lost funding due to COVID. Mr. Stone directed attention to the graph in the memo which compares where we should be to where we are.

Commissioner Kramer said that in order for Wasco County to fulfill its mission and meet the goals in its Strategic Plan, we need to use some of the funding to make our departments whole with the latest equipment and technology so we can continue to provide services through the pandemic as well as having effective tools for the next 10-15 years. The reset should go to broadband as a match for federal dollars. He said that is what he sees as the biggest bang for the buck.

Chair Hege asked what kinds of things would bring the departments up to date. Commissioner Kramer replied that it would be things like pictometry for the assessor; there are offices that need to be remodeled. He said he has not been to each department to ask about their needs but those are things they talk about regularly. Chair Hege said it would be interesting to hear from the departments.

Commissioner Kramer asked if we have a final rule for the use of the funds. County Counsel Kristen Campbell said that all she has seen is the interim final rules. They are likely allowing some time to see scenarios that they can address in final rules.

Vice-Chair Schwartz said that our community partners also have needs and have submitted requests; we need to think about those as well. She said that she likes

the broadband idea but the infrastructure bill may provide funding for that. She commented that there are a lot of moving parts and these are just her thoughts today.

Chair Hege said that he wants to look at the big picture. Commissioner Kramer asked if there is a time frame in which the funds must be used. Mr. Stone replied that the deadline is 2024. Chair Hege observed that the longer we wait, the less value the money will have. He said that Commissioner Kramer makes a decent case for County needs to support future stability. It is important to realize this is one-time funding that we should use for capital projects.

Public Works Director Arthur Smith said that the Board might be shocked at the number of projects that would be critical to the operations of the County – things that are just waiting for funding. He suggested that they talk to the Management Team to learn the need – not for frivolous items, but things that would have a significant impact.

Mr. Stone said he would not want to disappoint the team by asking and then not putting any funding to it. Chair Hege said that this is a list that should exist continually so that we understand what we really need and why we need it to provide services.

Mr. Smith agreed, saying that it would be a good process for the Team. Some money could leverage much more. He said he thinks the team would be excited to have that conversation to better to help everyone understand what each department needs.

Vice-Chair Schwartz added that we would have to put some parameters in place for this money. Mr. Stone pointed out that County projects have a 2 point priority in the scoring matrix.

Vice-Chair Schwartz said that it is worthwhile to talk the departments within parameters. We also have needs in our partner organizations where we have interests to which we could apply the parameters. Commissioner Kramer said he agrees but one thing we need to look at is if our partners are going to contribute as well.

Mr. Stone said he would take this to the Leadership Team for discussion.

COMMISSION CALL

Vice-Chair Schwartz said that she does not believe that anyone from the County attended the Child Care Task Force meeting; we need to get someone on there.

Mr. Stone said that he has suggested Human Resources Director Nichole Biechler.

Chair Hege adjourned the session at 4:10 p.m.

Summary of Actions

MOTIONS

- **To approve the Service Agreement Proposal with ADCOMM Engineering LLC for a radio system and site assessment.**
- **To approve Order 21-078 and 21-079 appointing Vicki Ashley and Bryan LaRoque to the Wasco County Fair Board.**
- **To approve Order 21-071 appointing Jon Paul Anderson to the Wasco County Forest Collaborative Steering Committee representing forest products. Vice-Chair Schwartz seconded the motion which passed unanimously.**
- **To approve Kathy Schwartz to be Chair and Steve Kramer to be Vice-Chair of the Wasco County Board of Commissioners for the 2022 calendar year.**
- **To approve the amendment to the Personal/Professional Services Agreement for Legal Services.**
- **To approve the Collective Bargaining Agreement between Wasco County and Wasco County Law Enforcement Association effective through June 30, 2024.**
- **To approve the Substance Abuse Treatment Consulting Services Contract between Wasco County and Monique Adams.**
- **To approve ORMAP IGA #DOR-560-21 funding the continued conversion of Wasco County tax maps.**
- **To approve the agreement with Terra Science, Inc. for Contemporary Wetland Delineation Services for The Dalles Rodeo Grounds Site contingent on the Business Oregon approval of the Google SIP Agreement.**
- **To approve the Consent Agenda: 12.1.2021 Minutes & Orders making the following re-appointments:**
 - **Wasco County Budget Committee: Ken Polehn & Pat Davis**
 - **Mosier Watershed Council: Bryce Molesworth; Colleen Coleman; Philip Evans; Karen Bailey**
 - **The Dalles Watershed Council: Ken Bailey**
 - **Museum Commission: Michael Wacker**
 - **Planning Commission: Lynne MacIntyre & Chris Schanno**

- **Bakeoven Watershed Council: Jerod Warnock**
- **Local Public Safety Coordinating Council: Jeff Justesen & Dan Lindhorst**
- **White River Watershed Council: Robert Larsell & Pat Davis**
- **Hospital Facility Authority Board: John Mabrey; David Griffith; William Marick**
- **Forrest Collaborative: Pat Davis; Katherine Long; BARK; Rich Thurman**

CONSENSUS

- **To approve the recommendation put forth by Information Services to move forward with the Veeam backup solution to increase our capability to respond and mitigate against disaster and other incidents to ensure Wasco County data is not lost.**
- **To move forward with putting the Hwy 30 Water System Expansion Project out to bid.**

Wasco County
Board of Commissioners

Scott C. Hege, Commission Chair

Kathleen B. Schwartz, Vice-Chair

Steven D. Kramer, County Commissioner



AGENDA ITEM

Fee Schedule Ordinance Hearing

[STAFF MEMO](#)

[PROPOSED CHANGES TO BUILDING CODES FEES](#)

[ORDINANCE 22-001 WASCO COUNTY AMENDED UNIFORM FEE
SCHEDULE](#)



MEMORANDUM

SUBJECT: Fee Schedule Update

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY CLARK

DATE: DECEMBER 28, 2021

BACKGROUND INFORMATION:

The Wasco County Fee Schedule was updated in the fall of 2021 with an effective date of January 4th. However, due to the length of time required by the State to update the Building Codes Fees, they were not included in the fall update. Today is the first of two hearings to update the Building Codes Fees; no decision will be made today. The fees being proposed are unchanged from those provided to the Board during the fall update hearings.



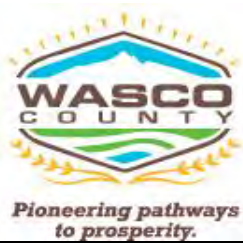
**Proposed Fee Schedule Wasco County
Building Codes Services**

	WASCO COUNTY (CURRENT)	WASCO COUNTY (PROPOSED)
STRUCTURAL PERMIT FEES		
In accordance with OAR 918-050-0100(1)(c) and (2)(c)(A), Building Valuation is determined per the ICC Building Valuation Data Table current as of April 1 of each year.		
Valuation:		
\$1-\$2,000.00	\$60.00	\$69.00
\$2,001.00-\$25,000.00	\$60.00 for the first \$2,000.00 plus \$9.40 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$69.00 for the \$2,000.00 plus \$10.81 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00-\$50,000.00	\$276.20 for the first \$25,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$317.63 for the \$25,000.00 plus \$8.05 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00-\$100,000.00	\$451.20 for the first \$50,000.00 plus \$4.70 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	\$518.88 for the first \$50,000.00 plus \$5.41 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 and up	\$686.20 for the first \$100,000.00 plus \$3.90 for each additional \$1,000.00 or fraction thereof.	\$789.13 for the first \$100,000.00 plus \$4.49 for each additional \$1,000.00 or fraction thereof.
OTHER INSPECTIONS AND FEES		
Residential Fire Sprinkler 13R (standalone/closed system) fee includes plan review (13D multipurpose/continuous loop requires Plumbing)		
0 to 2000 sq. ft. area covered	\$98.00	\$112.70
2001 to 3600 sq. ft. area covered	\$103.50	\$119.03
3601 to 7200 sq. ft. area covered	\$139.75	\$160.71
7201 sq. ft. and greater	\$186.25	\$214.19
Prescriptive solar photovoltaic system-fee includes plan review	\$160.00	\$184.00
Non-Prescriptive solar photovoltaic system-requires plan review	Use structural Permit Fee table above	Use structural Permit Fee table above
Phased plan review - \$60.00 application fee plus 10% of the total project building permit fee not exceed \$1500.00 for each phase (in addition to standard structural plan review)	Phased plan review - \$69.00 application fee plus 20% of the total project building permit fee not exceed \$1500.00 for each phase (in addition to standard structural plan review)	
Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$156.00 minimum (in addition to standard structural plan review)	Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$179.40 minimum (in addition to standard structural plan review)	
After hours inspections outside of normal business hours	\$ 78.00 per hour	\$89.70 per hour during work week. Double time rate with 4 hour minimum on



**Proposed Fee Schedule Wasco County
Building Codes Services**

(minimum charge 2 hours)		weekends and holidays
Re-Inspection fee	\$78.00 per each	\$89.70 per each
Inspections for which no fee is specifically indicated	\$78.00 per hour	\$89.70 per hour
Demolition Permit Fee	Not Specified	\$130.00 (Residential) \$215.00 (Commercial)
Pre-Application Consultation/Consultation Fee	Not Specified	\$89.70 1 hour minimum
Temporary Certificate of Occupancy	Not Specified	\$160.00 for 30 days only (Residential) \$320.00 for 30 days only (Commercial)
Ag Exempt Request Fee	Not Specified	\$50.00
Plan Review Fees	65% of structural permit fee	65% of structural permit fee
Fire and Life Safety Plan Review Fees	40% of structural permit fee	40% of structural permit fee
Additional plan review required by changes, additions, or revisions to approved plans	\$65.00 per hour (Residential) \$78.00 per hour (Commercial)	\$74.75 per hour (Residential) \$89.70 per hour (Commercial)
Expedited Plan Review Fee	Not Specified	\$320.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
MECHANICAL PERMIT FEES		
ONE & TWO FAMILY DWELLINGS:		
Minimum permit fee	\$60.00 (Residential)	\$69.00 (Residential)
Furnace/Burner including ducts and vents		
Up to 100K BTU/hr.	\$12.00	\$13.80
Greater than 100K BTU/hr.	\$12.00	\$13.80
Heating/Cooling/Stove/Vents		
Ductwork only	\$12.00	\$13.80
Unit Heater (suspended, wall, and floor)	\$12.00	\$13.80
Wood/Gas/Pellet fireplace insert or free standing stoves	\$12.00	\$13.80
Repair/alter/add to mechanical appliance	\$12.00	\$13.80
Evaporative cooler (permanent)	\$12.00	\$13.80
Air Conditioner	\$12.00	\$13.80
Ventilation system, not a portion of HVAC system	\$12.00	\$13.80
Ventilation fan connected to a single duct	\$9.00	\$10.35
Attic/Crawl space fans	\$9.00	\$10.35
Range hood/other kitchen equipment	\$9.00	\$13.35



**Proposed Fee Schedule Wasco County
Building Codes Services**

Clothes dryer exhaust	\$9.00	\$10.35
Floor furnace including vent	\$12.00	\$13.80
Hydronic hot water system	\$24.00	\$27.60
Gas Piping Outlets		
1-4 outlets	\$24.00	\$27.60
Additional outlets	\$3.00	\$3.45
Exterior medium pressure ea. 100'	\$24.00	\$27.60
Air-handling units including ducts/Heat pumps/Mini split system		
Any size	\$12.00	\$13.80
Incinerators		
Domestic – installation or relocation	\$12.00	\$13.80
Miscellaneous Fees		
Hourly Rate (number of hours)	\$78.00	\$89.70
Other heat/cool/vent/appliance (not indicated)	\$12.00	\$13.80
COMMERCIAL:		
Minimum permit fee	\$60.00 (Commercial)	\$69.00 (Commercial)
Valuation:		
Up to \$3,500.00	\$60.00	\$69.00
\$3,501 to \$10,000.00 – for the 1 st \$3,500.00 plus \$1.20/\$100.00 or portion thereof above \$3,500.00	\$60.00	\$69.00 for the 1 st \$3,500.00 plus \$1.38/\$100.00 or portion thereof above \$3,500.00
Over \$10,001.00 – for the 1 st \$10,000.00 plus \$3.00/\$1,000.00 or portion thereof above \$10,000.00	\$138.00	\$158.70 for the 1 st \$10,000.00 plus \$3.45/\$1,000.00 or portion thereof above \$10,000.00
Investigative Fee	Actual Cost	Actual Cost
Re-inspection fee	Not Specified	\$89.70
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$ 78.00 per hour	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Plan Review Fee, if required	50% of subtotal	50% of subtotal
Request by government agency under ORS 190	Not Specified	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Expedited Plan Review Fee	Not Specified	\$245.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)



**Proposed Fee Schedule Wasco County
Building Codes Services**

PLUMBING PERMIT FEES		
NEW SINGLE FAMILY DWELLINGS		
Minimum Permit Fee - Residential	\$60.00	\$69.00
New single family dwelling 1 bath/ 1 kitchen – includes the 1 st 100' of each site utility, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages	\$252.00	\$289.80
Each add'l bath (1/2 bath counts as whole)	\$90.00	\$103.50
Each add'l kitchen	\$60.00	\$69.00
Each add'l 100' of site utilities or fraction thereof; storm, water, and sanitary sewer	\$36.00	\$41.40
Each fixture residential (for new, additions, and alterations)	\$24.00	\$27.60
Re-pipe water supply	Not Specified	\$100.00
Manufactured Dwellings		
Site utilities-first 30 lineal feet refer to Manufactured Home Permit		
Each additional 100' of site utilities of fraction thereof	\$36.00	\$41.40
RV and Manufactured Dwelling Parks		
Base Fee (include the 1 st 10 or fewer spaces	\$384.00	\$441.60
Each additional space	\$33.00	\$37.95
COMMERCIAL		
Minimum Permit Fee – Commercial	\$60.00	\$69.00
Each fixture (for new, additions, and alterations)	\$24.00	\$27.60
Site utilities ea. 100' or fraction thereof	\$36.00	\$41.40
Residential fire sprinkler 13D (continuous loop/multipurpose) – fee includes plan review		
0 to 2000 sq. ft., area covered	\$98.00	\$112.70
2001 to 3600 sq. ft., area covered	\$103.50	\$119.03
3601 to 7200 sq. ft., area covered	\$139.75	\$160.71
7201 sq. ft. and greater	\$186.25	\$214.19
Miscellaneous Fees		



**Proposed Fee Schedule Wasco County
Building Codes Services**

Backflow device/backwater valve	\$24.00	\$27.60
Re-Inspection fee	\$78.00	\$89.70
Inspections which no fee specified	\$78.00	\$89.70
Request by government agency under ORS 190	Not Specified	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Medical Gas Piping		
\$1 to \$10,00 valuation	\$270.00	\$310.50
\$10,000.00 and greater Valuation	\$270 for the 1 st \$10,000.00 plus \$1.80 for each add'l \$100.00 or fraction thereof	\$310.50 for the 1st \$10,000.00 plus \$2.07 for each add'l \$100.00 or fraction thereof
Investigative Fee	Actual Cost	Actual Cost
Re-inspection fee	Not Specified	\$89.70
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$ 78.00 per hour	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Plan Review fee, if required	50% of subtotal	50% of subtotal
Expedited Plan Review Fee	Not Specified	\$245.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
ELECTRICAL PERMIT FEES		
NEW SINGLE FAMILY DWELLINGS-SERVICE AND ATTACHED GARAGE INCLUDED		
Minimum Permit Fee - Residential	\$78.00	\$89.70
1,000 sq. ft. or less	\$127.00	\$146.05
Each additional 500 sq. ft. or portion thereof	\$23.00	\$26.45
Limited Energy	\$30.00	\$34.50
Each manufactured home or modular dwelling service or feeder	\$78.00	\$89.70
New Multifamily – total # of units		
Use 1 and 2 Family rates above for largest sq. ft. unit – cost of largest unit ____/2 x number of remaining number		
Multifamily limited energy, by floor	\$54.00	\$62.10
Services or Feeders (installation, alteration, relocation)		
200 amps or less	\$95.00	\$109.25
201 to 400 amps	\$113.00	\$129.95
401 to 600 amps	\$187.00	\$215.05



**Proposed Fee Schedule Wasco County
Building Codes Services**

601 to 1,000 amps	\$245.00	\$281.75
Over 1,000 amps or volts	\$563.00	\$647.45
Reconnect Only	\$63.00	\$72.45
Temp. Services or Feeders (installation, alteration, relocation)		
200 amps or less	\$63.00	\$72.45
201 to 400 amps	\$86.00	\$98.90
401 to 600 amps	\$125.00	\$143.75
601 to 1,000 amps	\$204.00	\$234.60
Over 1,000 amps or volts	\$469.00	\$539.35
Branch Circuits (new, alteration, extension per panel)		
Fee for branch circuits with purchase of a service or feeder fee:		
Each branch circuit	\$4.80	\$5.52
Fee for branch circuits without purchase of a service or feeder fee:		
First branch circuit	\$65.00	\$74.75
Additional branch circuits	\$4.80	\$5.52
Miscellaneous (service or feeder not included)		
Each pump or irrigation circle	\$78.00	\$89.70
Each sign or outline lighting	\$78.00	\$89.70
Signal, circuit or a limited-energy panel, alteration or extension	\$63.00 Commercial \$78.00 Residential	\$72.45 Commercial \$89.70 Residential
Hourly rate (number of hours)	\$78.00	\$89.70
Request by government agency under ORS 190	Not Specified	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Investigative fee	Actual Cost	Actual Cost
Re-inspection fee	Not Specified	\$89.70
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$ 78.00 per hour	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Master Individual Inspection Fee	Not Specified	\$89.70 per hour (minimum 2hours)
Plan Review fee, if required	50% of subtotal	50% of subtotal
Expedited Plan Review Fee	Not Specified	\$245.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
Minimum Permit Fee – Commercial	\$78.00	\$89.70
MANUFACTURED DWELLING PERMIT FEES		



**Proposed Fee Schedule Wasco County
Building Codes Services**

Installation fee (includes placement, concrete slabs/runners/foundations when prescriptive, electrical feeder, and plumbing/cross-over connections up to 30 lineal feet)	\$192.00	\$220.80
Re-inspection fee	\$78.00	\$89.70
State fee	\$30.00	\$34.50
Investigative fee	Actual Cost	Actual Cost
RENEWABLE ENERGY SYSTEMS PERMIT FEES		
5kva or less	\$95.00	\$109.25
5.01 to 15kva	\$113.00	\$129.95
15.01 to 25kva	\$187.00	\$215.05
Solar ea. Add'l kva 25.01 to 100 max	\$7.50	\$8.63
Wind 25.01 to 50kva	\$245.00	\$281.75
Wind 50.01 to 100 kva	\$563.00	\$800.00
Wind 100.01 or greater	Not Specified	\$920.00
Service or feeders of 601 to 1,000 amps-additional to previous range	\$245.00	\$281.75
Service or feeders over 1,000 amps or volts-additional to previous range	\$563.00	\$647.45
Re-inspection fee	\$78.00	\$89.70
Plan Review, if required	50% of subtotal	50% of subtotal
RV PARK & ORGANIZATIONAL CAMP PERMIT FEES		
VALUATION:		
\$1.00 to \$500.00	\$15.00	\$17.25
\$501.00 to \$2,000.00	\$15.00 for the first \$500.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$2,000.00	\$17.25 for the first \$500.00, plus \$2.30 for each additional \$1,000.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$45.00 for the first \$2,000.00, plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	\$51.75 for the first \$2,000.00, plus \$10.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$252.00 for the first \$25,000.00, plus \$6.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	\$289.80 for the first \$25,000.00, plus \$7.48 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$414.50 for the first \$50,000.00, plus \$4.50 for each additional \$1,000.00 or	\$476.68 for the first \$50,000.00, plus \$5.18 for each additional \$1,000.00 or fraction thereof,



**Proposed Fee Schedule Wasco County
Building Codes Services**

	fraction thereof, to and including \$100,000.00	to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$639.50 for the first \$100,00.00, plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	\$735.43 for the first \$100,00.00, plus \$4.03 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,039.50 for the first \$5,000.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	\$2,345.43 for the first \$5,000.00, plus \$2.30 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Over \$1,000,001.00	\$3,539.50 for the first \$1,000,00.00, plus \$2.00 for each additional \$1,000.00 or fraction thereof	\$4,070.43 for the first \$1,000,00.00, plus \$2.30 for each additional \$1,000.00 or fraction thereof
MISCELLANEOUS BUILDING FEES		
Request by government agency under ORS 190 (IGA)	Not Specified	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Permit Reinstatement fee – to renew already expired permit, as eligible; subject to State Surcharge	Not Specified	\$100.00, plus State Surcharge (Only applicable to expired permits that fall within the current code cycle of permit)
Permit Extension fee – to extend expiration on active permit	Not Specified	\$80.00 (For first time only) After first extension \$50.00 each
Refund Processing Fee - for repayment of costs of administration	Not Specified	\$100.00 or 25% of any fee to be refunded, whichever is less for the processing of a permit application
Copy fees	Not Specified	\$1.00 for each



IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

IN AND FOR THE COUNTY OF WASCO

IN THE MATTER OF AMENDING WASCO COUNTY'S UNIFORM FEE SCHEDULE FOR VARIOUS COUNTY DEPARTMENTS

ORDINANCE 22-001

THE BOARD OF COMMISSIONERS OF WASCO COUNTY OREGON DOES ORDAIN AS FOLLOWS:

Section 1. PURPOSE

Wasco County provides core services to all citizens which are paid for through the annual tax base. On the whole, the County endeavors to proactively provide access to services in alignment with our Vision and Mission statements.

In some instances, special services are required or necessitated by various state statutes, or to meet the needs of citizens who have requests outside of core services. The purpose of this Ordinance is to outline the fees to be collected by Wasco County Departments for performing services, and to establish a uniform fee schedule.

Section 2. AUTHORITY

The Ordinance is enacted pursuant to the authority granted to general law Counties by [ORS 203.035-ORS 203.065](#) and by [ORS 192.440](#).

Section 3. FEE SCHEDULE

Fees shall be charged and collected by the indicated Department before the filing, recording or copying of subject documents shall be completed. A table of all County fees can be found in Appendix A, B and C. Other fees may apply as assessed under Oregon Revised Statutes.

Section 4. ENACTMENT PROVISIONS (1)

(1) CONFORMANCE WITH LAW

Except as expressly provided herein, this Ordinance shall in no way be a substitute for or eliminate the necessity of conforming with any and all State and Federal laws, rules and regulations including but not limited to the payment of all other fees required by law and other Ordinances which are now or may be in the future in effect which relate to the requirements provided in the Ordinance.

(2) SEPARABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portion of this Ordinance.

(3) EFFECTIVE DATE

This Ordinance shall take effect on April 5, 2022 upon its adoption, and all previous orders, resolutions or ordinances setting fees conflicting with the provisions of this Ordinance are hereby repealed and will be of no further force and effect.

Regularly passed and adopted by the Board of Commissioners of the County of Wasco, State of Oregon, by a __ to __ vote on this 19th day of January, 2022.

WASCO COUNTY BOARD
OF COMMISSIONERS

ATTEST:

Kathy Clark
Executive Assistant

Kathleen B. Schwartz, Commission Chair

Steven D. Kramer, Vice-Chair

APPROVED AS TO FORM:

Scott C. Hege, County Commissioner

Kristen Campbell
Wasco County Counsel

APPENDIX A: County Fee Schedule

Fees Across All County Departments		
Service Description	Fee Amount	Applicable Statute
Miscellaneous Copies/Printing/Transmission		
Black and white copies <i>8.5" x 11" or 8.5" x 14"</i>	\$0.25 per page	County Ordinance
Black and white copies <i>11" x 17"</i>	\$1.03 per page	County Ordinance
Color copies <i>(any size listed above)</i>	\$1.03 per page	County Ordinance
Providing content on media <i>(zip disk, jump drive, CD, etc.)</i>	\$15.45 per media plus actual costs of services	County Ordinance
Printing computer labels	\$41.20 plus actual printing and label cost	County Ordinance
Electronic transmission of documents <i>(Fax, email, FTP, or similar transmission.</i> <i>If printing of copies is required to redact information or to get records into the appropriate form, subset, etc., copy fees and research time will also apply.)</i>	\$5.15 per transmission plus actual costs of services	County Ordinance
Research and Professional Services Fees		
Basic Research Fee <i>(Only upon availability of staff)</i>	\$41.20 per hour, one hour minimum, <i>unless specified by Department fee schedule</i>	County Ordinance
Professional Services / Complex Analysis	See specific Department fee schedule	County Ordinance
Public Record Request Fees		
Certification of a Public Record <i>(Licenses, etc.)</i>	\$3.75 per record	<u>ORS 205.320</u>
Public records request, general (Cost is request-dependent and is sum of research, copies, transmission, etc.)		
Administrative Services		
Service Description	Fee Amount	Applicable Statute
FINANCE DEPARTMENT		
Placing a stop payment on a Wasco County issued check	\$34.00 per check	County Ordinance
Returned item (non-sufficient funds, closed account, etc.) deposited to Wasco County bank account	\$26.00 per check	County Ordinance
INFORMATION SERVICES DEPARTMENT		
Professional Services	\$124.00 per hour	County

		Ordinance
GIS Mapping : <i>See Appendix C</i>		
LEGAL SERVICES		
County Counsel Fees. <i>Please contact Administrative Services for estimate.</i>	At current hourly rate	County Ordinance
Land-based and Civil Services		
Service Description	Fee Amount	Applicable Statute
ASSESSMENT AND TAXATION DEPARTMENT		
Assessment mapping changes and new plat	\$556.00 base fee	County Ordinance
Additional lot created	\$51.00 each	County Ordinance
Additional map affected	\$51.00 each	County Ordinance
Lot line adjustment	\$257.00 each	County Ordinance
Calculation of farm/forest disqualifications (To be applied against penalty if the account is disqualified within 90 days)	\$41.00 per hour, one hour minimum	County Ordinance
CLERK'S OFFICE		
Land-based Recording Fees <i>All documents presented for recording must be "required or permitted by law to be recorded"</i>		
Deed and Mortgage Records	\$105.00 for the 1st page,	ORS 205.320 and County Ordinance
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	
Clerk Recording Fee	\$5.00 per page	
Public Land Corner Preservation Fund	\$10.00 per document	
Geographic Information Systems (GIS) Fund	\$19.00 per document	
Assessment & Taxation Fund	\$10.00 per document	
Oregon Land Information System (OLIS) Fund	\$1.00 per document	
Affordable Housing Alliance Fund	\$60.00 per document	
Lien Records	\$76.00 for the 1st page,	ORS 205.320 and County Ordinance
<u>Breakdown of fees:</u>	<u>\$5.00 for each page after</u>	
Clerk Recording Fee	\$5.00 per page	
Assessment & Taxation Fund	\$10.00 per document	
Oregon Land Information System (OLIS) Fund	\$1.00 per document	
Affordable Housing Alliance Tax	\$60.00 per document	
Partition Plat, Replat, and Property Line Adjustment Plat		ORS 205.320 and County Ordinance
Surveyor Fee, Property Line Adjustment Plat, Single-Parcel Partition Plat or Replat	See Surveyor's Office fees	
Assessor and Tax Collector Fees	See Assessment and Taxation	
Recording Base Fee (includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee)	\$90.00 per document	
Affordable Housing Alliance Fund	\$60 per document	

Clerk Recording Fee	\$5.00 per page	
County Court Approval (if required)	\$10.00	
Copy Fees	\$3.00 per page	
Subdivision and Subdivision Replat;		ORS 205.320
Surveyor Fee, Subdivision and Subdivision Replat,	<i>See Surveyor's Office fees</i>	and
Condominium	<i>See Assessment and Taxation</i>	County
Assessor and Tax Collector Fees	\$90.00 per document	Ordinance
Recording Base Fee, 20 lots or less	\$110.00 per document	
Recording Base Fee, 21 lots or more		
<i>(includes A&T Fund, OLIS Fund, GIS Fund, Public Land Corner Preservation Fund, General Clerk Fee)</i>	\$60.00 per document	
Affordable Housing Alliance Fund	\$5.00 per page	
Clerk Recording Fee	\$10.00	
County Court Approval (if required)	\$3.00 per page	
Copy Fees		
Non Standard Documents	\$20.00 per document	ORS 205.327
Documents Describing More Than One Transaction	\$5 per additional transaction or title	ORS 205.236(4)
Location of Record <i>(land records are available online free of charge. See the Digital Research Room on the Wasco County website)</i>	\$3.75 location fee plus \$0.25 per page	ORS 205.320
Recording Image Subscription <i>(download of images recorded in the Clerk's office and provided on media)</i>	\$0.25 per page/image plus cost of media if applicable	County Ordinance
Marriage Fees		
Marriage License	\$50.00	ORS 205.320 and ORS 106.045
Civil Marriage Ceremony <i>(in office, by appointment only)</i>	\$117.00	Senate Bill 27
Staff Witness for Ceremony	\$16.00 per staff member	County Ordinance
Certified Copy of Marriage License	\$7.75	ORS 205.320
Time Waiver of 3-day Waiting Period	\$16.00	County Ordinance
Certificate of Parental Consent for Marriage of a Minor	\$16.00 per minor	County Ordinance
Amending a Filed Marriage Record	\$25.00	
Domestic Partnership Declaration		
Registration	\$50.00	ORS 205.320
Certified Copy of a Domestic Partnership Declaration	\$7.75	ORS 205.320
Elections Reports		
Request for List of Electors	\$25.00 plus 2.5¢ per 100 names	OAR 165-002-0020 Section 1

PLANNING DEPARTMENT*See Appendix B*

County and ORS

PUBLIC WORKS DEPARTMENT

Petition for Road Vacation	\$515.00	County Ordinance
Permit for Mass Gathering	\$515.00	County Ordinance
Permit for Motor Vehicle Road Rally	\$1030.00	County Ordinance

SURVEYOR'S OFFICE

Survey Filing (Reviewed, filed and indexed)	\$195.00 plus \$55 per page over 2 pages	ORS 209.260
Property Line Adjustment Survey Filing (Reviewed, filed and indexed)	\$265.00 plus \$55.00 per page over 2 pages	ORS 209.260
Single-Parcel Partition Plat, or Single Parcel Replat Review (Reviewed, filed and indexed)	\$500.00 per plat	ORS 92.100 and County Ordinance
Multiple-Parcel Partition Plat or Replat Review (Reviewed, filed and indexed)	\$655.00 per plat	ORS 92.100 and County Ordinance
Subdivision or Subdivision Replat Review (Reviewed, field-checked, filed and indexed)	\$735.00 per subdivision plus \$70.00 per lot	ORS 205.350 and County Ordinance
Condominium Plat Review (Reviewed, field-checked, filed and indexed)	\$790.00 per condominium, plus \$70.00 per unit	ORS 205.350 and County Ordinance
Re-check or Re-design Review	50% of the original review fee	County Ordinance
Affidavit Review (Correction, Consent, Post-Monumentation, etc.)	\$55.00 per affidavit recorded	ORS 92.170 and County Ordinance
Marking the Record Upon the Surveyor's Copy of an Original Plat (For Road Vacation, etc.)	\$55.00 per recorded document	ORS 271.230(2) and County Ordinance
Research	\$80.00 per hour after the first hour	County Ordinance
Large Format Printing or Copying	\$1.05 per square foot, \$2.05 minimum	County Ordinance

Public Safety Services		
Service Description	Fee Amount	Applicable Statute
COMMUNITY CORRECTIONS DEPARTMENT		
Community Service Work Program Placement	\$40.00	County Ordinance
DNA Sample Draw	\$25.00	County Ordinance
Drug Testing	\$20.00 per sample for in-lab tests \$10.00 for instant tests	County Ordinance
Inter-County Transfer Request	\$50.00	County Ordinance
Interstate Compact	\$100.00	County Ordinance
Probation/Post Prison/Parole Supervision	\$40.00 per month	County Ordinance
Travel Permit	\$5.00 each permit	County Ordinance
Treatment Program Intake	\$155.00	County Ordinance
Treatment Assessment	\$155.00	County Ordinance
Treatment Assessment Update	\$85.00	County Ordinance
Unexcused Assessment No-Show Fee	\$55.00	County Ordinance
Treatment: Individual Counseling Session	\$130.00	County Ordinance
Treatment: Group Session	\$50.00	County Ordinance
Program Curriculum Book	\$30.00	
Electronic Monitoring Setup	\$25.00	County Ordinance
Electronic Monitoring Daily Fee	\$5.00	County Ordinance
SHERIFF'S OFFICE		
Civil Fees	Per Statute	ORS 21.300
Concealed Handgun License	Per Statute	ORS 166.291(5)(a)
Fingerprinting	\$20.00 per card or \$20.00 for electronic submission	County Ordinance
OLCC Liquor License (<i>regular and special event</i>)	\$25.00 per permit	ORS 471.166 (7)
Real Property Foreclosure Sheriff Sale	\$800.00 deposit (<i>Applicants will be billed for actual costs</i>)	ORS 18.930(5)

<i>and employee time.)</i>		
Sheriff Incident Reports* <i>(No charge for victim for first copy)</i>	1–24 pages: \$15.45 per report	County Ordinance
	25–49 pages: \$20.60 per report	
	50+ pages: \$51.50 per report	
	\$15.45 plus staff time*	County Ordinance
Videos		
<i>* Research/Staff Time – fee is based on salary and fringe benefits of the employee charged with the task (such as document research, retrieval, review or redaction), converted to an hourly rate. Time is charged in 15-minute increments with a 15-minute minimum. Call the Sheriff's Office for an estimate when research or staff time is needed.</i>		
BUILDING CODES DEPARTMENT		
See Appendix D		County Ordinance

Wasco County Planning Department Fees

Effective January 4, 2022 per County Commissioner Ordinance 21-001

Consolidated Permit Process: For applications requiring more than one type of review, the full fee shall be paid for the primary/most expensive review and 50% for each additional review. Type I fees accompanying Type II-IV reviews will be waived.

Type I – Ministerial	Fee
Address – New or Change	\$79
Land Use Verification Letter (Not Involving Land Use Decision)	\$158
Marijuana Production	\$1,044 + \$80/hour after 10 hrs
Non-Structural Sign-Off – MNN (e.g., LUCS)	\$95
Structural Without Land Use Application – MNS	\$326
Telecommunications Tower – Collocation	\$1,674

Type II – Administrative	Fee
Conditional Uses	
• Aggregate and Other Subsurface Resources	\$2,661
• Exclusive Farm Use, Non-Farm Dwelling	\$2,136
• Farm Ranch Recreation	\$1,716
• F-F(10) Dwelling Without Farm or Forest Use	\$1,401
• Other	\$1,401
• Power Generating Facility (EFSC approval and required review)	\$80/hr
• Power Generating Facility (Commercial)	\$5,286 + \$1,000/tower
• Power Generating Facility (Non-Commercial)	\$1,940 + \$1,000/tower
Extension of Time for Land Use Approval	\$535
Legal Parcel Determination	\$540 + \$80/hour after 5 hours
LUDO Interpretation or Similar Use Determination	\$80/hr
Major Modification of Approval (notice is required)	\$116 + \$80/hr
National Scenic Area (NSA)	
• Expedited (Used listed in Section 3.110 of Wasco County NSALUDO)	\$1,332
• Expedited (Removal or Demolition)	\$351
• Full Review (Fences and Accessory Structures Less Than 500 SQ)	\$1,086
• Full Review	\$2,996
Non-Conforming Use Review (verification, restoration or alteration)	\$1,086
Partition, Property Line Adjustment, or Replat (not involving public or private roads)	
• Property Line Adjustment	\$1,642
• Partition or Replat	\$1,642
Site Plan Review (parking, loading, and home occupations)	\$666
Subject to Standards	
• Aggregate Overlay Significant Determination	\$666
• Dwelling (Accessory, Large Tract Forest, Lot-of-Record, Primary, Relative)	\$1,401
• EPDs (Environmental Protection Districts)	\$719
• Guest House	\$561
• Rural Residential (R-R(10)) Dwelling	\$719
• Marijuana Processing and/or Wholesale	\$2,136 + hourly rate of \$80 after 20 hours
• Other	\$719
• Utility Facilities Necessary for Public Service	\$2,570

Temporary Use Permit	\$771
Temporary Use Permit Renewal (e.g., Medical Hardship Dwelling)	\$456
Variance (Administrative) – Less Than 50% Deviation From Stated Standard	\$771

Type III Action – Planning Commission	Fee
Appeal to Planning Commission: ORS 215.416(11)(b); full refund if upheld	250
Mobile Home Park / RV Park	\$2,241
Other Reviews Directed to Planning Commission by Ordinance	\$1,611
Partition, Property Line Adjustment, or Replat (involving public or private roads approvals)	
• Property Line Adjustment	\$2,062
• Single Parcel Partition or Replat	\$2,062
• Multiple Parcel Partition or Replat	\$2,062
Planned Unit Development – Preliminary/Final Plat Review	Prelim. \$3,816 Final \$830 + \$50 per lot
Subdivision – Preliminary/Final Plat Review	Prelim. \$4,160 Final \$830 + \$50. Per lot
Variance – 50% or Greater Deviation From Stated Standard	\$1,086

Type IV Action – Board of County Commissioners	Fee
Appeal to Board of Commissioners	\$1,296
Goal Exception	\$1,821 + hourly rate of \$80/hour after 20 hours
Zone Change	\$1,821 + hourly rate of 80/hour after 20 hours
Open Space Lands Tax Assessment	\$981
Road Dedication	\$945
Road Naming/Re-Addressing (full fee + half fee for each address changed); not land use decision	\$210
Subdivision Lot Line Vacation per ORS 368.326	\$403

Miscellaneous	Fee
Amendment to Land Use Application Request (after pre-notice; prior to approval)	\$368
Complex Projects – As Determined by Planning Director (See Policy and Process)	\$80/hr
Continuance/Extension Request of Planning Commission or Board Hearings	\$525
LUBA Remand and Review	\$315
Outdoor Mass Gathering	
• Less than 3000 people	\$2,625
• 3,000 or more, or 120 hrs or more	\$4,725
Pre-Application Conference - <i>\$250 of the \$500 applies towards land use application if applied for within 90 days of conference.</i>	\$525
Research / Records Request	\$47/hr
Withdrawal of Application – Refunds	
• Before completeness is determined	75% Total
• After completeness is determined	50% Total
• After Pre-Notice or Notice of Decision is mailed	No Refund
Withdrawal of Appeal After Received	No Refund
Work Commenced Without Required Land Use Approval	Additional 100% of Total Review Fee
Work Commenced in NSA Without Required Land Use Approval	Additional 100% of Total Review Fee

Code Compliance	Fee
Administrative Overhead hourly rate	\$80/hr
Appeal to Hearing's Officer	\$100
Continued Non-Compliance	\$52/month
Recordation of Compliance Document	\$101
<i>Other compliance penalty charges exist as established in Compliance Ordinance (WCCCNAO)</i>	

FEE SCHEDULE ATTACHMENT - POLICY & PROCESS

- MNN: There is no fee for LUCS issued with a building permit.
- MNS: Examples include building permits, manufacture home placement permit and agricultural exempt permit applications.
- Fee Waivers:
 - 1) **Applicability**: A Fee Waiver is applicable to Planning Department fees only. All "Other Departmental Fees" must be paid in full or documentation provided that they have been waived, at the time of application submittal.
 - 2) **Ministerial Sign off with Administrative Review**: If an applicant pays for and receives approval of Type II (Administrative/Discretionary) review, all ministerial sign offs associated with that review shall be waived. This includes Building Permit Application, Manufactured Home Placement Permit Application, Agricultural Exempt Permit Application, Land Use Compatibility Statement, Water Rights Application, and Department of State Lands Permit Application.
 - 3) **Individuals**: Any individual may request a Fee Waiver from the Planning Director of any development review or appeal fees. To be granted a waiver (or portion of a fee waiver) an individual must provide documentation of household income at or below 150% of the federal poverty level. To prove a hardship, applicants must provide federal tax returns, pay stubs or annual benefit statements. Assistance will be provided based on the availability of funding. Waivers must be approved and granted by the Planning Director prior to submittal of an application or appeal.
 - 4) **Appeal**: Any organization or individual may appeal the Planning Director's decision not to grant a Fee Waiver (or portion thereof) to the Board of County Commissioners.
- Complex Projects: Complex projects involve more resources of the planning and other county departments due to their complexity and their overall impacts on the community. As such, complex projects may even require the hiring of outside assistance. For these types of large-scale projects that require a great deal of departmental resources to review, the county will require the applicant to sign a memorandum of agreement to compensate the county for actual costs incurred to complete the review and process in a timely manner. The agreement shall include details with regards to deposit and the scheduling of payments. If an applicant refuses to enter into a memorandum of agreement or if the applicant and the county fail to reach an agreement, the application will not be processed.

FEE SCHEDULE ATTACHMENT – ADDITIONAL FEE WAIVER SPECIFICS

As part of a fee waiver request, the planning director can require documentation of income at or below 150% of the federal poverty level (FPL) to prove financial need. 150% of the federal poverty level is a measure frequently used by other agencies nationwide to prove individuals' financial need. This measure can be

adjusted for household size. Those at or below 150% of the federal poverty level are in poverty. The percentage of the federal poverty level of an individual's income can be calculated using online calculators (http://www.lccaa.net/eligibility_calculator, <http://www.safetyweb.org/fpl.php>).

Documentation that the County can accept to serve as proof of income includes:

- Tax returns (use the adjusted gross income figure)
- Pay stubs (use two months of them)(calculators are available online)
- Annual benefit statements for social security and other benefits, or cancelled checks from the Social Security Administration.

An alternate method to prove an individual's financial need is to require institutional documentation of receipt of public assistance such as TANF (food stamps), SNAP (food stamps for families), Section 8 housing, Medicaid, etc..

The following chart outlines 150% of the federal poverty level.

2021 Federal Poverty Guidelines - 150% of the Federal Poverty Level (FPL)								
Household Size	1	2	3	4	5	6	7	8
150%	\$19,320	\$26,130	\$32,940	\$39,750	\$46,560	\$53,370	\$60,180	\$66,990

2019 Federal Poverty Guidelines								
Household Size	1	2	3	4	5	6	7	8
100%	\$12,880	\$17,420	\$21,960	\$26,500	\$31,040	\$35,580	\$40,120	\$44,660
150%	\$19,320	\$26,130	\$32,940	\$39,750	\$46,560	\$53,370	\$60,180	\$66,990

Appendix C: GIS Services

GIS Services - Standard Labor Rate \$60/Hour		
Map Prices - Custom Maps		
Size	Price	Additional Copies (ea)
8.5 x 11	\$8.00	\$1.50
11 x 17	\$9.00	\$2.00
18 x 24	\$13.00	\$13.00
24 x 36	\$16.00	\$16.00
24 x 40	\$26.00	\$26.00
36 x 48	\$36.00	\$36.00
Maps which take longer than 15 minutes to make (excluding printing time) are charged at our shop rate		
	Available Data Layers	(Fees allowed per ORS 190.050)
Layer	Price	Notes
Addresses	\$52.00 Each	
Extract of Assessor's Database	\$308.00	Table Schema
Roads	\$52.00 Each	
Tax Code Areas	\$47.00	
Taxlot Maps	N/A	See Also The Oregon Map
Taxlots	\$1/parcel or \$1,150 for entire County	See Also Our Online Map
Other Groups/Layers - \$48.00 each	Contains	Notes
Labor Rate	\$86.00 per hour	
Administrative Boundaries	Columbia Gorge Urban Renewal District, City of The Dalles Watershed, School Districts, NWCPUD Subdivisions, Transition Lands Study Area, Wasco County Boundary	
Populated Places	City Limits, Urban Growth Boundaries, Rural Service Centers	See Also State Data
Tax Codes	Tax Codes	
Zoning - Cities	Zoning - Cities	
Zoning - Environmental Protection Districts	Zoning - Environmental Protection Districts	
Zoning - Wasco County	Zoning - Wasco County	
<p>We require payment in advance from companies we have not done business with in the past. Credit card payments get charged an additional amount (depending on how much the base purchase is) to match what the companies charge the County. Checks should be made out to Wasco County GIS, and sent with a note stating which layers are being requested. Send it to:</p> <p>Wasco County IS Department Attn: GIS 2705 E 2nd St, The Dalles, OR 97058</p>		



Fee Schedule Wasco County Building Codes Services

STRUCTURAL PERMIT FEES	
In accordance with OAR 918-050-0100(1)(c) and (2)(c)(A), Building Valuation is determined per the ICC Building Valuation Data Table current as of April 1 of each year.	
Valuation:	
\$1-\$2,000.00	\$69.00
\$2,001.00-\$25,000.00	\$69.00 for the \$2,000.00 plus \$10.81 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00-\$50,000.00	\$317.63 for the \$25,000.00 plus \$8.05 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00-\$100,000.00	\$518.88 for the first \$50,000.00 plus \$5.41 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 and up	\$789.13 for the first \$100,000.00 plus \$4.49 for each additional \$1,000.00 or fraction thereof.
OTHER INSPECTIONS AND FEES	
Residential Fire Sprinkler 13R (standalone/closed system) fee includes plan review (13D multipurpose/continuous loop requires Plumbing)	
0 to 2000 sq. ft. area covered	\$112.70
2001 to 3600 sq. ft. area covered	\$119.03
3601 to 7200 sq. ft. area covered	\$160.71
7201 sq. ft. and greater	\$214.19
Prescriptive solar photovoltaic system-fee includes plan review	\$184.00
Non-Prescriptive solar photovoltaic system-requires plan review	Use structural Permit Fee table above
Phased plan review - \$60.00 application fee plus 10% of the total project building permit fee not exceed \$1500.00 for each phase (in addition to standard structural plan review)	Phased plan review - \$69.00 application fee plus 20% of the total project building permit fee not exceed \$1500.00 for each phase (in addition to standard structural plan review)
Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$156.00 minimum (in addition to standard structural plan review)	Deferred plan review – 65% of the building permit fee calculated using the deferred portion valuation with a \$179.40 minimum (in addition to standard structural plan review)
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Re-Inspection fee	\$89.70 per each
Inspections for which no fee is specifically indicated	\$89.70 per hour
Demolition Permit Fee	\$130.00 (Residential) \$215.00 (Commercial)



Fee Schedule Wasco County Building Codes Services

Pre-Application Consultation/Consultation Fee	\$89.70 1 hour minimum
Temporary Certificate of Occupancy	\$160.00 for 30 days only (Residential) \$320.00 for 30 days only (Commercial)
Ag Exempt Request Fee	\$50.00
Plan Review Fees	65% of structural permit fee
Fire and Life Safety Plan Review Fees	40% of structural permit fee
Additional plan review required by changes, additions, or revisions to approved plans	\$74.75 per hour (Residential) \$89.70 per hour (Commercial)
Expedited Plan Review Fee	\$320.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
MECHANICAL PERMIT FEES	
ONE & TWO FAMILY DWELLINGS:	
Minimum permit fee	\$69.00 (Residential)
Furnace/Burner including ducts and vents	
Up to 100K BTU/hr.	\$13.80
Greater than 100K BTU/hr.	\$13.80
Heating/Cooling/Stove/Vents	
Ductwork only	\$13.80
Unit Heater (suspended, wall, and floor)	\$13.80
Wood/Gas/Pellet fireplace insert or free standing stoves	\$13.80
Repair/alter/add to mechanical appliance	\$13.80
Evaporative cooler (permanent)	\$13.80
Air Conditioner	\$13.80
Ventilation system, not a portion of HVAC system	\$13.80
Ventilation fan connected to a single duct	\$10.35
Attic/Crawl space fans	\$10.35
Range hood/other kitchen equipment	\$13.35
Clothes dryer exhaust	\$10.35
Floor furnace including vent	\$13.80
Hydronic hot water system	\$27.60
Gas Piping Outlets	
1-4 outlets	\$27.60
Additional outlets	\$3.45
Exterior medium pressure ea. 100'	\$27.60
Air-handling units including ducts/Heat pumps/Mini split system	
Any size	\$13.80
Incinerators	
Domestic – installation or relocation	\$13.80
Miscellaneous Fees	
Hourly Rate (number of hours)	\$89.70
Other heat/cool/vent/appliance (not indicated)	\$13.80
COMMERCIAL:	
Minimum permit fee	\$69.00 (Commercial)
Valuation:	
Up to \$3,500.00	\$69.00
\$3,501 to \$10,000.00 – for the 1 st \$3,500.00 plus	\$69.00 for the 1st \$3,500.00 plus \$1.38/\$100.00 or portion



Fee Schedule Wasco County Building Codes Services

\$1.20/\$100.00 or portion thereof above \$3,500.00	thereof above \$3,500.00
Over \$10,001.00 – for the 1 st \$10,000.00 plus \$3.00/\$1,000.00 or portion thereof above \$10,000.00	\$158.70 for the 1 st \$10,000.00 plus \$3.45/\$1,000.00 or portion thereof above \$10,000.00
Investigative Fee	Actual Cost
Re-inspection fee	\$89.70
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Plan Review Fee, if required	50% of subtotal
Request by government agency under ORS 190	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Expedited Plan Review Fee	\$245.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
PLUMBING PERMIT FEES	
NEW SINGLE FAMILY DWELLINGS	
Minimum Permit Fee - Residential	\$69.00
New single family dwelling 1 bath/ 1 kitchen – includes the 1 st 100' of each site utility, hose bibbs, icemakers, underfloor low-point drains, and rain drain packages	\$289.80
Each add'l bath (1/2 bath counts as whole)	\$103.50
Each add'l kitchen	\$69.00
Each add'l 100' of site utilities or fraction thereof; storm, water, and sanitary sewer	\$41.40
Each fixture residential (for new, additions, and alterations)	\$27.60
Re-pipe water supply	\$100.00
Manufactured Dwellings	
Site utilities-first 30 lineal feet refer to Manufactured Home Permit	
Each additional 100' of site utilities or fraction thereof	\$41.40
RV and Manufactured Dwelling Parks	
Base Fee (include the 1 st 10 or fewer spaces)	\$441.60
Each additional space	\$37.95
COMMERCIAL	
Minimum Permit Fee – Commercial	\$69.00
Each fixture (for new, additions, and alterations)	\$27.60
Site utilities ea. 100' or fraction thereof	\$41.40
Residential fire sprinkler 13D (continuous loop/multipurpose) – fee includes plan review	
0 to 2000 sq. ft., area covered	\$112.70
2001 to 3600 sq. ft., area covered	\$119.03
3601 to 7200 sq. ft., area covered	\$160.71
7201 sq. ft. and greater	\$214.19
Miscellaneous Fees	
Backflow device/backwater valve	\$27.60
Re-Inspection fee	\$89.70
Inspections which no fee specified	\$89.70
Request by government agency under ORS 190	Cost of Inspector plus, travel & mileage to and from areas requested for inspections



Fee Schedule Wasco County Building Codes Services

Medical Gas Piping	
\$1 to \$10,00 valuation	\$310.50
\$10,000.00 and greater Valuation	\$310.50 for the 1st \$10,000.00 plus \$2.07 for each add'l \$100.00 or fraction thereof
Investigative Fee	Actual Cost
Re-inspection fee	\$89.70
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Plan Review fee, if required	50% of subtotal
Expedited Plan Review Fee	\$245.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
ELECTRICAL PERMIT FEES	
NEW SINGLE FAMILY DWELLINGS-SERVICE AND ATTACHED GARAGE INCLUDED	
Minimum Permit Fee - Residential	\$89.70
1,000 sq. ft. or less	\$146.05
Each additional 500 sq. ft. or portion thereof	\$26.45
Limited Energy	\$34.50
Each manufactured home or modular dwelling service or feeder	\$89.70
New Multifamily – total # of units	
Use 1 and 2 Family rates above for largest sq. ft. unit – cost of largest unit ____/2 x number of remaining number	
Multifamily limited energy, by floor	\$62.10
Services or Feeders (installation, alteration, relocation)	
200 amps or less	\$109.25
201 to 400 amps	\$129.95
401 to 600 amps	\$215.05
601 to 1,000 amps	\$281.75
Over 1,000 amps or volts	\$647.45
Reconnect Only	\$72.45
Temp. Services or Feeders (installation, alteration, relocation)	
200 amps or less	\$72.45
201 to 400 amps	\$98.90
401 to 600 amps	\$143.75
601 to 1,000 amps	\$234.60
Over 1,000 amps or volts	\$539.35
Branch Circuits (new, alteration, extension per panel)	
Fee for branch circuits with purchase of a service or feeder fee:	
Each branch circuit	\$5.52
Fee for branch circuits without purchase of a service or feeder fee:	
First branch circuit	\$74.75
Additional branch circuits	\$5.52
Miscellaneous (service or feeder not included)	
Each pump or irrigation circle	\$89.70
Each sign or outline lighting	\$89.70
Signal, circuit or a limited-energy panel, alteration or	\$72.45 Commercial



Fee Schedule Wasco County Building Codes Services

extension	\$89.70 Residential
Hourly rate (number of hours)	\$89.70
Request by government agency under ORS 190	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Investigative fee	Actual Cost
Re-inspection fee	\$89.70
After hours inspections outside of normal business hours (minimum charge 2 hours)	\$89.70 per hour during work week. Double time rate with 4 hour minimum on weekends and holidays
Master Individual Inspection Fee	\$89.70 per hour (minimum 2hours)
Plan Review fee, if required	50% of subtotal
Expedited Plan Review Fee	\$245.00 per hour 2 hour minimum Overtime Fee (if applicable 1.5 times the Base Rate)
Minimum Permit Fee – Commercial	\$89.70
MANUFACTURED DWELLING PERMIT FEES	
Installation fee (includes placement, concrete slabs/runners/foundations when prescriptive, electrical feeder, and plumbing/cross-over connections up to 30 lineal feet)	\$220.80
Re-inspection fee	\$89.70
State fee	\$34.50
Investigative fee	Actual Cost
RENEWABLE ENERGY SYSTEMS PERMIT FEES	
5kva or less	\$109.25
5.01 to 15kva	\$129.95
15.01 to 25kva	\$215.05
Solar ea. Add'l kva 25.01 to 100 max	\$8.63
Wind 25.01 to 50kva	\$281.75
Wind 50.01 to 100 kva	\$800.00
Wind 100.01 or greater	\$920.00
Service or feeders of 601 to 1,000 amps-additional to previous range	\$281.75
Service or feeders over 1,000 amps or volts-additional to previous range	\$647.45
Re-inspection fee	\$89.70
Plan Review, if required	50% of subtotal
RV PARK & ORGANIZATIONAL CAMP PERMIT FEES	
VALUATION:	
\$1.00 to \$500.00	\$17.25
\$501.00 to \$2,000.00	\$17.25 for the first \$500.00, plus \$2.30 for each additional \$1,000.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$51.75 for the first \$2,000.00, plus \$10.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$289.80 for the first \$25,000.00, plus \$7.48 for each



Fee Schedule Wasco County Building Codes Services

	additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$476.68 for the first \$50,00.00, plus \$5.18 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$735.43 for the first \$100,00.00, plus \$4.03 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$2,345.43 for the first \$5,000.00, plus \$2.30 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Over \$1,000,001.00	\$4,070.43 for the first \$1,000,00.00, plus \$2.30 for each additional \$1,000.00 or fraction thereof
MISCELLANEOUS BUILDING FEES	
Request by government agency under ORS 190 (IGA)	Cost of Inspector plus, travel & mileage to and from areas requested for inspections
Permit Reinstatement fee – to renew already expired permit, as eligible; subject to State Surcharge	\$100.00, plus State Surcharge (Only applicable to expired permits that fall within the current code cycle of permit)
Permit Extension fee – to extend expiration on active permit	\$80.00 (For first time only) After first extension \$50.00 each
Refund Processing Fee - for repayment of costs of administration	\$100.00 or 25% of any fee to be refunded, whichever is less for the processing of a permit application
Copy fees	\$1.00 for each



AGENDA ITEM

JRI Grant Agreement

[AWARD LETTER](#)

[GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



Oregon

Kate Brown, Governor

Criminal Justice Commission

885 Summer St. NE

Salem, OR 97301

TEL: 503-378-4830

FAX: 503-378-4861

Kenneth Sanchagrin

Executive Director

December 8, 2021

Wasco County
Fritz Bachman
421 East 7th St, Annex B
The Dalles, OR 97058

Subject: 2021-23 Justice Reinvestment Grant Program Award Letter

COMMISSIONERS

Jerome Brooks, Chair

Jeff Auxier

Jessica Beach

Rob Bovett

Wally Hicks

Jessica Kampfe

Sebastian Tapia

Sen. Floyd Prozanski*

Rep. Duane Stark*

*Non-Voting

Dear Fritz Bachman,

On behalf of the Criminal Justice Commission (CJC), Wasco County has been awarded \$570,343.49 under the 2021-23 Justice Reinvestment Grant Program (JRI).

Included please find the Grant Award Agreement and other conditions. The award is subject to all programmatic and financial requirements, including timely submissions of any reports and requests for information.

Award Number:	JR-23-030	Project Start:	July 1, 2021
Amount:	\$570,343.49	Project End:	December 31, 2023
Award Date:	October 20, 2021		

TO ACCEPT THIS AWARD

Included is the Grant Award Agreement. Please review, sign and return this agreement to CJC as soon as possible, but no later than January 10, 2022 in order to receive your first disbursement by January 30, 2022. Electronic copies should be emailed to ian.davidson@cj.oregon.gov.

CJC will execute the agreement and return a fully executed electronic copy to you for your files.

IMPORTANT RESPONSIBILITIES

Please consult the Grant Award Agreement for a full list of responsibilities.

Semi-Annual Progress and Financial Reports:

Grantees are required to submit semi-annual progress reports and financial reports online through the CJC's grant administration website at <https://cjc-grants.smapply.io/>. The detail for these reports is listed in the Grant Award Agreement.

Amendments:

Grantees are required to submit all amendment requests through the CJC's grant administration website. Only (1) amendment will be allowed per reporting period. Final amendments must be submitted by October 25, 2023 to be processed.

Travel:

Lodging must be at the federal GSA rate to be reimbursed. If the lodging rate is not the federal rate or less none of the lodging costs will be reimbursed. Other policies around travel reimbursements can be found in the Statewide Travel Policy (OAM 40.10.00).

Subaward Contracts and Agreements:

Grantees are responsible for notifying CJC of all sub-recipients of 2021-23 Justice Reinvestment Grant Program funds. CJC reserves the right to obtain copies of all subawards, contracts and agreements. As a grantee you are responsible to ensure sub-recipients adhere to all the requirements in your Grant Award Agreement with CJC.

GRANT MANAGEMENT HANDBOOK

An updated version of the [Grant Management Handbook](#) is available.

CJC strives to create an inclusive environment that welcomes and values the diversity of the people we serve. The commission fosters fairness, equity, and inclusion to create a workplace environment where everyone is treated with respect and dignity regardless of race, color, religion, gender, disability, physical stature, age, national origin, sexual orientation, marital status, or political affiliation. Recipients of grant funds are expected to comply with these state and federal laws as outlined in the handbook.

If you have additional questions, please do not hesitate to contact Ian Davidson at ian.davidson@cjc.oregon.gov.

Sincerely,



Ken Sanchagrin, Executive Director
Criminal Justice Commission
885 Summer Street NE
Salem, OR 97301

CRIMINAL JUSTICE COMMISSION
JUSTICE REINVESTMENT GRANT PROGRAM
GRANT AGREEMENT

885 Summer Street NE
Salem, OR 97301

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Criminal Justice Commission (“CJC”) and **Wasco County**, (“Grantee” and, together with CJC, the “Parties”). This Agreement shall become effective on the later of July 1, 2021 or the date when this Agreement is fully executed and approved as required by applicable law.

1. Grant. In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed **\$570,343.49** (the “Grant Funds”) to assist Grantee in implementing the project described in Exhibit A (the “Project”) during the period beginning on the Project Start Date and ending on the Project End Date (the “Project Period”), as those dates are specified in Exhibit A. Grantee shall implement the project in a substantially continuous manner during the Project Period and complete the Project no later than the Project End Date. The Grant Funds may be used by Grantee solely for Eligible Costs (as described in Section 4.a) incurred by Grantee within the line items of the Project Budget (set forth in Exhibit A) during the Project Period. CJC’s obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B.

3. Reports. Grantee shall submit the reports required by this section.

a. Progress Reports. Grantee shall submit to CJC reports every 6 months during Project implementation as well as such other reports and information on the Project as CJC may reasonably request (collectively, “Progress Reports”). Progress Reports must be received by CJC no later than January 25 and July 25 for the 6-month period preceding each of those dates. Progress Reports must be submitted through CJC’s grant administration website and contain all of the requested data. Grantee must receive prior approval from CJC to submit a Progress Report after its due date.

b. Financial Reports. Grantee shall submit to CJC a Financial Report each quarter to detail expenditures of Grant Funds during the prior calendar quarter. Financial

Reports must be received by CJC no later than October 25, January 25, April 25, and July 25 for the prior calendar quarter; provided, however, that the final Financial Report must be submitted no later than the earlier of 30 days after completion of the Project or 30 days after the Project End Date. Failure to submit a Financial Report by the due date could result in a suspension of further disbursement of Grant Funds in addition to other remedies arising from Grantee's default. Grantee must receive prior approval from CJC to submit a Financial Report after its due date.

4. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. Subject to Section 4.b, CJC shall disburse the Grant Funds in four substantially equal installments no later than January 30, 2022, May 30, 2022, September 30, 2022, and January 30, 2023. The Grant Funds may be used solely for Eligible Costs incurred in carrying out the Project. "Eligible Costs" are the reasonable and necessary costs incurred by Grantee (or a subgrantee or subrecipient under a Subagreement) during the Project Period in implementation of the Project, and that are not excluded by CJC, either by this Agreement or by exclusion as a result of financial review or audit, subject to the following requirements and limitations:

- i.** Rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at <http://www.oregon.gov/das/Financial/Acctng/Pages/Travel.aspx>.
- ii.** When purchasing equipment costing over \$5,000, the Grantee must provide a description of the equipment, purchase price, date of purchase, and identifying numbers, if any, to the CJC Grant Administrator at cjcgrants@oregon.gov.
- iii.** As specified in OAR 213-060-0050(4), no more than 10 percent of the Grant Funds may be used for administrative costs.

b. Conditions Precedent to Disbursement. CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i.** CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii.** Grantee is in compliance with the terms of this Agreement.
- iii.** Grantee has, to the satisfaction of CJC and the Grant Review Committee, met its outcome or performance measures (as proposed in its Application and agreed to by CJC) and achieved the criteria as outlined in OAR 213-060-0060, including but not limited to reduction of prison utilization.

iv. Grantee's representations and warranties set forth in Section 6 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

v. All Progress Reports due on or before the date of disbursement have been completed and submitted to CJC.

vi. All Financial Reports due on or before the date of disbursement have been completed and submitted to CJC.

5. Recovery of Unexpended Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that remain unexpended on the earlier of termination of this Agreement, completion of the Project, or the Project End Date must be returned to CJC. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of termination of this Agreement, completion of the Project, or the Project End Date.

6. Representations and Warranties of Grantee. Grantee represents and warrants to CJC as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's charter or other governing documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Solicitation. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

d. No Debarment. Neither Grantee nor its principals is presently debarred, suspended, or voluntarily excluded, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state agency. Grantee

agrees to notify CJC immediately if it is debarred, suspended or otherwise excluded by any state agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements. CJC, the Secretary of State of the State of Oregon (the “Secretary”), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. Expenditure Records. Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

8. Grantee Subagreements and Procurements

a. Subagreements. Grantee may enter into agreements with subgrantees and subrecipients (“Subagreements”) for implementation of portions of the Project.

i. Each Subagreement must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the Subagreement. Use of a Subagreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee shall notify CJC of each Subagreement and provide CJC with a copy of a Subagreement upon request by CJC. Any material breach of a term or condition of a Subagreement relating to Grant Funds provided under this Agreement must be reported by Grantee to CJC within ten (10) days of its discovery.

b. Subagreement indemnity; insurance.

Each Grantee Subagreement shall require each other party to such Subagreement, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to the Subagreement or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to the Subagreement from and against any and all Claims.

Any such indemnification shall also provide that neither the other party to such Subagreement nor any attorney engaged by such party shall defend a Claim in the name of the State of Oregon or an agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that the other party to such Subagreement is prohibited from defending State or that such other party is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against the other party to such Subagreement if State elects to assume its own defense.

Grantee shall require each other party to each of its Subagreements, that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for

any non-competitive or sole-source procurement. Justification should include a description of the equipment, materials or services procured, an explanation of why it was necessary to procure noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Intergovernmental agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among vendors that may restrict or eliminate competition or otherwise restrain trade. A vendor that develops or drafts specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award in such procurement. A request for a waiver of this restriction must be submitted to and approved by CJC in advance and in writing.

9. Default. Grantee shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** Grantee fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to a failure to make progress on the four goals of the Justice Reinvestment Grant Program, as described in Exhibit A; or
- b.** Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by CJC to monitor implementation of the Project, the use of the Grant Funds or the performance by Grantee is untrue in any material respect when made.

10. Remedies upon Default. If Grantee's default is not cured within 30 calendar days of written notice thereof to Grantee from CJC or such longer period as CJC may authorize in its sole discretion, CJC may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement as provided in Section 11.a.ii, suspension of further disbursements of Grant Funds, recovery of Grant Funds (including but not limited to return, upon CJC's demand, of any Grant Funds expended in violation or contravention of one or more of the provisions of this Agreement), and declaration of ineligibility for the receipt of future awards from CJC.

11. Termination

- a. Termination by CJC.** CJC may terminate this Agreement upon thirty (30) days advance written notice of termination to Grantee. In addition, CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

- i. Grantee fails to implement the Project during the Project Period or commencement or continuation of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- ii. Grantee is in default under this Agreement and has failed to cure the default within the time period specified in Section 10; or
- iii. Grantee takes an action without the approval of CJC that, under the provisions of this Agreement, requires the approval of CJC; or
- iv. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement; or
- v. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- vi. The Project would not produce results commensurate with the further expenditure of funds.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

- i. After conferring with CJC, Grantee has determined that the requisite local funding to continue the Project is unavailable to Grantee or Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Effect of Termination. Upon termination of this Agreement, CJC may end all further disbursements of Grant Funds. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or CJC's right to enforce this Agreement against Grantee in accordance with its terms, with respect to Grant Funds actually received by Grantee or with respect to portions of the Project actually implemented. Specifically, but without limiting the generality of the preceding sentence, Sections 7 and 12 shall survive termination of this Agreement.

12. GENERAL PROVISIONS

a. Contribution. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee relating to this Agreement or the Project and with respect

to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's contribution obligation with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments; budget changes. This Agreement may be amended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Project Budget in Exhibit A that do not increase the total budget amount. If Grantee's proposed changes do not alter any line item in the Project Budget by more than ten percent, the proposed changes to the Project Budget will be effective upon written approval by CJC delivered to Grantee as provided in Section 12.f. All other changes to the Project Budget must be implemented through a formal amendment to this Agreement before the changes become effective.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for costs covered by Grant Funds under this Agreement from any agency of the State of Oregon or any other party, organization or individual.

e. No Third-Party Beneficiaries. CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the federal government, absent express written consent by the federal government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other person pertaining to any matter resulting from the this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any notices to be given by a Party to the other Party hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 12.f. Any notice personally delivered shall be deemed to be given when actually delivered. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any notice by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any notice by registered or certified mail shall be deemed to be given three (3) days after mailing. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other Party is expressly acknowledged in writing by the receiving party.

g. Work Product. To the extent it has the necessary rights, Grantee hereby grants to CJC a non-exclusive, irrevocable, perpetual, royalty-free, license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display for governmental purposes, all documents, reports and works of authorship created,

produced or obtained as part of or in connection with the Project ("Work Product"). Grantee shall deliver copies of Work Product to CJC upon request. In addition, if applicable law requires that the CJC own any intellectual property created, produced or obtained as part of or in connection with the Project, then Grantee shall execute such further documents and instruments as CJC may reasonably request in order to assign ownership in the intellectual property to CJC.

h. Governing Law, Consent to Jurisdiction.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

ii. Any claim, action, suit or proceeding (collectively, "Claim") between CJC (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon (unless Oregon law requires that it be brought and conducted in another Oregon county). Grantee hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

iii. Notwithstanding Section 12.h.ii above, if a Claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 12.h.iii applies to a Claim brought against CJC or any other agency or department of the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 12.h.iii is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage

limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantees and subrecipients complies with these requirements.

k. Independent Contractor. Grantee shall implement the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee implements the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of implementing the Project. Grantee acknowledges and agrees that Grantee is not an “officer”, “employee”, or “agent” of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Grantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Signature of Grantee

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Criminal Justice Commission

Kenneth Sanchagrin, Executive Director

Date

Approved for Legal Sufficiency

Approved for Legal Sufficiency by AAG Sam Zeigler on 8/16/21 via email

CJC Contact
CJC Grant Administrator
Ian Davidson
885 Summer St. NE
Salem, OR 97301-2524
ian.davidson@cjc.oregon.gov
503-302-1990

Grantee Contact
Wasco County
Fritz Bachman
421 East 7th St, Annex B
The Dalles, OR 97058
fritz.j.bachman@cc.doc.state.or.us
541-506-2574

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Justice Reinvestment Grant Program* ("Grant Program") is to financially support Oregon localities in fulfilling the requirements of House Bill 3194 (2013) by reducing prison populations of offenders convicted of felonies described in ORS 137.717, 475.752 to 475.935, 811.182, 813.010, or 813.011 and averting future prison construction; reducing recidivism through evidence-based practices and data-driven research; increasing public safety through collaboration; and increasing offender accountability.

The Grant Program requires a data-driven approach to (1) analyze criminal justice trends to understand drivers of local prison use; (2) promote the effective implementation of investments that increase public safety and improve offender accountability; (3) measure the impact of policy changes and reinvestment resources; and (4) tie results to future funding. Accordingly, Grantee shall base implementation of its Project on existing research and evidence-based practices.

In implementing its Project, Grantee shall establish a process to assess offenders within its jurisdiction and provide a continuum of community-based sanctions, services and programs that results in progress on the following goals of the Grant Program: (1) reducing recidivism of offenders while protecting public safety and holding offenders accountable and (2) reducing utilization of prison capacity by offenders convicted of felonies described in ORS 137.717, 475.752 to 475,935, 811.182, 813.010, or 813.011 while protecting public safety and holding offenders accountable.

Project Start Date: July 1, 2021

GRANT #: JR 23-030

GRANTEE PROGRAM CONTACT:

Fritz Bachman

EMAIL: fritz.j.bachman@cc.doc.state.or.us

TELEPHONE: 541-506-2574

Project End Date: December 31, 2023

GRANTEE FISCAL CONTACT:

Mike Middleton

EMAIL: mikem@co.wasco.or.us

TELEPHONE: 541-506-2770

BUDGET SUMMARY:

	Grant Funds Awarded
Personnel	\$100,000.08
Contractual Services	\$233,354.88
Supplies	\$1,200.00
Victim Services: HAVEN	\$38,455.20
Supplemental Program	\$177,600.00
Supplemental Victim Services	\$19,733.33
Total	\$570,343.49

EXHIBIT B

Subagreement Insurance Requirements

Grantee shall require each other party to a Subagreement that is not a unit of local government as defined in ORS 190.003, or a unit of state government as defined in ORS 174.111, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, CERTIFICATES OF INSURANCE, and NOTIFICATION OF CHANGE OR CANCELLATION before the subgrantee performs under Subagreement, and ii) maintain the insurance in full force throughout the duration of the Subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize a subgrantee to begin work under a Subagreement until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subagreements permitting it to enforce subgrantee compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subagreement as permitted by the Subagreement, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a subgrantee to work under a Subagreement when the Grantee is aware that the subgrantee is not in compliance with the insurance requirements.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Workers' Compensation Insurance as required by applicable workers' compensation laws for persons performing work under a Subagreement including Employers' Liability Insurance with limits not less than \$500,000 each accident.

ii. PROFESSIONAL LIABILITY

☒ Required by CJC ☐ Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subagreement, in an amount not less than ☒ \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$3,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability Insurance coverage, or the subgrantee shall provide Tail Coverage as stated below.

iii. COMMERCIAL GENERAL LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations and contractual liability coverage for the indemnity provided under the Subagreement. Coverage shall be written on an occurrence form basis in an

amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

iv. AUTOMOBILE LIABILITY.

☒ Required by CJC ☐ Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, CJC, and their officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the Subagreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance is on a "claims made" basis and does not include an extended reporting period of at least 24 months, the subgrantee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of 24 months following the later of : (i) the subgrantee's completion and Grantee's acceptance of all work required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the subgrantee a certificate(s) of insurance for all required insurance before the subgrantee performs under the Subagreement. The certificate(s) list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that subgrantee shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance, CJC has the right to request copies of the certificate(s) or insurance policies relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION. The subgrantee or its insurer must provide at least 30 days' written notice to Grantee and CJC before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Grantee agrees to periodic review of insurance requirements by CJC under this agreement and to provide updated requirements as mutually agreed upon by Grantee.



MOTION

SUBJECT: JRI Grant Agreement

I move to approve the Criminal Justice Commission Justice Reinvestment Grant Program Grant Agreement.



AGENDA ITEM

OEM Grant Agreement

[AWARD LETTER](#)

[GRANT AGREEMENT](#)

[MOTION LANGUAGE](#)



OREGON OFFICE OF EMERGENCY MANAGEMENT

Dear Sub-grantee,

Congratulations on your FY 2021 award from the Emergency Management Performance Grant (EMPG) program. Attached please find an electronic copy of your grant agreement. Please provide confirmation that you have received your award. To provide confirmation, please email Jim Jungling, at Jim.jungling@state.or.us.

After reviewing the grant agreement, have it signed by your jurisdiction's authorized official, email the signed copy back to the Oregon Office of Emergency Management. If there are changes to either the program or fiscal contact, please contact Jim Jungling, at Jim.jungling@state.or.us, prior to signing the agreement and you will be sent a corrected agreement for signature.

If your jurisdiction is unable to accept electronic signatures, please contact Jim Jungling to make arrangements for alternate delivery of the grant agreement.

Once the agreement has been returned to OEM, OEM Management will execute it and return a fully executed copy for your records. Upon executing your agreement, OEM will immediately pay all requests for Reimbursement (RFRs) which you have previously submitted.

The agreement must be signed by the jurisdiction's authorizing official and returned to OEM by January 31, 2022. If the agreement is not fully executed by that date, the offer of this grant may be withdrawn. However, in the event you are unable to meet this deadline, you MUST contact Jim Jungling at OEM prior to this date, to confirm when you expect to be sending the agreement.

If you have any questions regarding any fiscal requirements, please contact Nicki Powers, at nicki.powers@state.or.us or 503-378-3734.

If your jurisdiction has questions regarding grant agreement language, please contact Jim Jungling, at Jim.jungling@state.or.us or 971-719-0988.

If you have any questions regarding the grant award conditions and certifications, award period, or the Emergency Management Performance Grant (EMPG) program, please do not hesitate to contact me.

Jim Jungling
Program Coordinator
Jim.jungling@state.or.us
971-719-0988

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
WASCO COUNTY
\$66,825
Grant No: 21-533**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as “OEM,” and **Wasco County**, hereinafter referred to as “Subrecipient,” and collectively referred to as the “Parties.”

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2021** and ending, unless otherwise terminated or extended, on **June 30, 2022** (the “Grant Award Period”). No Grant Funds are available for expenditures after the Grant Award Period. OEM’s obligation to disburse Grant Funds under this Agreement is subject to Sections 6 and 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

Exhibit D: **Information required by 2 CFR 200.332(a)**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$66,825** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2021 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2021 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subrecipient must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs must be submitted monthly during the term of this Agreement. RFRs must be submitted on or before 30 days following each subsequent calendar month, and a final RFR must be submitted no later than 30 days following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period. Subrecipient agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subrecipient for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Notice of Funding Opportunity Announcement (NOFO), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and NOFO are available at <http://www.oregon.gov/OEM/emresources/Grants/Pages/EMPG.aspx>
- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.

- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. Recovery of Grant Funds. Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to OEM as follows:

- a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Subrecipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid, and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. NIMS Compliance.** By accepting FY 2021 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement

and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.

b. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds, or the Project for until the latest of (a) six years following termination, completion, or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.334. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.

c. Audits.

- i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
- ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
- iii. Subrecipient shall save, protect, and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

9. Subrecipient Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for

contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

- i. Subrecipient shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subrecipient shall include with its RFR a list of all procurements issued during the period covered by the report.
- ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subrecipient. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- iii. Subrecipient shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
- iv. Subrecipient agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

b. Purchases and Management of Property and Equipment; Records. Subrecipient agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:

- i. All property and equipment purchased under this agreement, whether by Subrecipient or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subrecipient's property or equipment inventory system.
- ii. Subrecipient's property and equipment records shall include: a description of the property or equipment; the manufacturer's serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.

- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency.
 - viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation, or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error, or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i., v. or vi., no Grant Funds shall be disbursed by OEM, and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

- a. Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save, and hold harmless OEM and its officers, employees, and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or

omission by Recipient, or its employees, agents, or contractors. This Section shall survive expiration or termination of this Agreement.

- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the recipient's indemnification ability, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Subrecipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail, or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by, construed in accordance with, and enforced under the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of the Circuit Court of Marion County in the State of Oregon, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- j. Insurance; Workers’ Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an “officer”, “employee”, or “agent” of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this

Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

WASCO COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required for Subrecipient)

By _____
Subrecipient's Legal Counsel

Date _____

Subrecipient Program Contact:

Sheridan McClellan
Emergency Manager
Wasco County
511 Washington St, Suite 102
The Dalles, OR 97058
541-506-2790
sheridanm@co.wasco.or.us

Subrecipient Fiscal Contact:

Mike Middleton
Finance Director
Wasco County
511 Washington St, Suite 207
The Dalles, OR 97058
541-506-2771
mikem@co.wasco.or.us

STATE OF OREGON, acting by through its Oregon
Military Department, Office of Emergency Management

By _____

Stephen Richardson
Mitigation and Individual Assistance Section Manager,
OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Samuel B. Zeigler via email
Senior Assistant Attorney General

Date: November 18, 2021

OEM Program Contact:

Jim Jungling
Program Coordinator, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3552
jim.jungling@state.or.us

OEM Fiscal Contact:

Nicki Powers
Grants Accountant, OEM
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-3734
nicki.powers@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2021 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2021 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$66,825
Match Funds:	\$66,825
Total Budget:	\$133,650

Personnel Services – Sheridan McClellan	\$78,012
General Office Supplies	\$6,500
Other Supplies	\$4,588
Rent	\$
Phone	\$2,400
Other Utilities	\$
Contractual/Professional Services	\$
Maintenance Costs	\$1,500
Travel/Vehicle Expenses/Mileage	\$4,000
Training/Workshops/Conferences	\$13,500
Cost Allocations/De Minimis	\$12,150
Other	\$
Equipment	\$11,000
Total (Grant plus Match)	\$133,650

EXHIBIT B

Federal Requirements and Certifications

I. General. Subrecipient agrees to comply with all federal requirements applicable to this Agreement. Those federal requirements include, without limitation, financial management and procurement requirements; requirements for maintaining accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP); and all other financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.214).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990.)
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate, or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

- 1.** Subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.

- d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subrecipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

- 2. Subrecipient shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
- 3. For any of Subrecipient's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subrecipient, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

H. Drug Free Workplace Requirements. Subrecipient agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, 41 USC § 701 et seq., as amended, and implementing regulations at 2 CFR Part 3001 which require that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subrecipient must notify this office if an employee of Subrecipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

I. Human Trafficking (2 CFR Part 175). Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.

J. Fly America Act of 1974. Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo, and Flags.** Subrecipient agrees to obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.
- Q. Federal Debt Status.** Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.
- R. Construction Contracts.**
1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

S. Funding Agreements. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Grantee must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

T. Terrorist Financing. Subrecipient must comply with US Executive Order 13224 and US law that prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the EO and laws.

U. Federal Leadership on Reducing Text Messaging while Driving. Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

V. Energy Policy and Conservation Act. Subrecipient must comply with the requirements of 42 USC § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with the Act.

W. DHS Specific Acknowledgements and Assurances. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

X. Nondiscrimination in Matters Pertaining to Faith-Based Organizations. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipient must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OEM. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers’ compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers’ liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence for all claimants for claims arising out of a single accident or occurrence and \$2,000,000 annual aggregate.

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees, and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and Subrecipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OEM may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Subrecipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

INSURANCE REQUIREMENT REVIEW. Recipient agrees to periodic review of insurance requirements by OEM under this Agreement and to provide updated requirements as mutually agreed upon by OEM and Recipient.

OEM ACCEPTANCE. All insurance providers are subject to OEM acceptance. If requested by OEM, Recipient shall provide complete copies of its Contractors' insurance policies, endorsements, self-insurance documents and related insurance documents to OEM's representatives responsible for verification of the insurance coverages required under this Exhibit C.

Exhibit D

Information required by 2 CFR 200.332(a)

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match the name associated with its unique entity identifier):
Wasco County (DUNS)
 - (ii) Sub-recipient's unique entity identifier: 84415959 (DUNS)
 - (iii) Federal Award Identification Number (FAIN): EMS-2021-EP-00002-S01
 - (iv) Federal Award Date: October 1, 2020
 - (v) Sub-award Period of Performance Start and End Date: From July 1, 2021 to June 30, 2022
 - (vi) Sub-award Budget Period Start and End Date: July 1, 2021 to June 30, 2022
 - (vii) Amount of Federal Funds Obligated by this Agreement: \$66,825
 - (viii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: * \$98,104
 - (ix) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$98,104
- (x) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. 5121 et seq.).
- (xi)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
- (xii) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$5,375,140
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: 9.5%

2. Subrecipient's indirect cost rate: 0%

*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



MOTION

SUBJECT: OEM Grant Agreement

I move to approve the OEM Emergency Management Performance Grant Agreement 21-533.



AGENDA ITEM

MCCFL Information Services Agreement

[STAFF MEMO](#)

[SERVICE AGREEMENT](#)

[MOTION LANGUAGE](#)



INFORMATION SERVICES

511 Washington St., Ste. 101 • The Dalles, OR 97058
p: [541] 506-2550 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

Overview

Mid-Columbia Center for Living (MCCFL) is in need of technical service coverage to maintain, administer, and develop information systems that ensure it can continue providing critical behavioral health services to the community. Wasco County Information Services (WCIS) can provide coverage at a manageable cost and ensure MCCFL systems meet both regulatory and industry standards with limited disruptions to staff productivity.

Included in your packet is a Master Services Agreement that structures this IT support to provide routine monthly support tasks, while also allowing for additional statements of work to be developed under the Master Service Agreement for those larger projects that fall outside the purview of routine monthly services. This Agreement is supplemented with a statement of work that is limited to 12 months at this time to allow a re-evaluation on the services provided to MCCFL and determine if continuation of services is can be maintained. The statement of work also provides flexibility in how those IT services can be provided through MCCFL or Wasco County IS to provide a mechanism of transition of responsibilities at the strategic and helpdesk levels to account for the current evolving situation.

Costs

Early last year, information services, in collaboration with Finance, developed a cost analysis to determine the personnel and material expenses it takes to provide support on a per server and per ticket level in Information Services. This analysis was used to determine the fees outlined in the Addendum 2, Section 4, 12-month statement of work fees based on the reported environment.

Further, a sliding fee schedule was developed for the 12-months of service, which takes into account the current difficulties being experienced at Mid-Columbia Center for Living and is in the interest of supporting MCCFL's work to reach a healthier service position in the community.

Expected Capacity Changes

Information services has used projections to determine the costs and needs for service capacity within the department. At this time, it is projected that MCCFL will increase the total service request load currently on IS by 51% (i.e., average 58 new monthly tickets). Information services can meet this demand, as a new full time DBA / Programmer has been hired and it is expected that MCCFL will hire a part-time helpdesk position that will offset the incoming ticket load.



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Conclusion

Wasco County Information Services can help MCCFL through a difficult time by providing IT services at a fair fee rate that ensures Wasco County does not lose money in the long term and can meet the added demand with IS's capacity increase and plans for MCCFL to help offset the workload on their end. This service contract will help ensure critical behavioral health services in our community can continue to receive quality IT services to help ensure staff productivity and system continuity.



Wasco County Information Services Master Service Agreement

This Master Services Agreement (this "Agreement") is between Wasco County Information Services, a division of Wasco County, ("us", "our", "we" or "WCIS"), and you, Mid-Columbia Center for Living, the entity who signs this document in the signature block below, electronically or otherwise ("you", "your", "MCCFL", "CFL" or "Client"). This Agreement is effective as of the latest date of the signatures of the parties below ("Effective Date").

- 1) SCOPE OF SERVICES; SCOPE OF WORK (SOW). This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the "Services"). The Services will be described in one or more orders, proposals, or statements of work that we provide to you (each, a "SOW"). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) GENERAL REQUIREMENTS.
 - a. System. For the purposes of this Agreement, "Environment" or "System" means, collectively, the portion of any computer network, computer system, peripheral or device that we install, maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.
 - b. Requirements. At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.

- c. Maintenance; Updates. If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.
 - d. Third Party Support. If in WCIS’s discretion a hardware or software issue requires vendor or Original Equipment Manufacturer (OEM) support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.
 - e. Prioritization. All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary based on the evaluation matrix outlined in Addendum 1 and in consideration of the services being provided to other Wasco County environments, both internally and externally.
 - f. Authorized Contact(s). WCIS is entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify WCIS of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
 - g. Insurance. You agree to acquire and maintain, at your sole cost, insurance to protect against data breaches or other cyber crimes that may be carried out against your environment and that cover the hardware and software of your environment such that reasonable recovery may be attained and covered under the acquired insurance. WCIS must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to WCIS. Upon WCIS request, you agree to provide proof of insurance to WCIS, including proof of payment of any applicable premiums or other amounts due under the insurance policy.
- 3) FEES; PAYMENT. You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule as outlined in Addendum 2.

- a. **Schedule.** Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by automated clearing house (ACH) will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.
 - b. **Nonpayment.** Fees that remain unpaid for more than thirty (30) days after the date of an invoice for SOW's executed under this Agreement will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within ninety (90) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter.
- 4) **ACCESS.** You hereby grant to WCIS the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for WCIS to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. WCIS's personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
 - a. **Hardware / Software Purchased Through WCIS.** Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through WCIS ("Third Party Products") are nonrefundable once the applicable product is received from the product's manufacturer. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between WCIS and you (including but not limited to implied warranties).

- b. **Liability Limitations.** This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement. You acknowledge and agree that WCIS would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to WCIS), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys' fees (as described elsewhere in this Agreement), a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to WCIS for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.
- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.
- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW.

The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.

- a. **Termination Without Cause.** Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if WCIS decides to cease providing a service to all of its customers generally, then WCIS may terminate an applicable SOW without cause by providing no less than one hundred and twenty (90) days prior written notice to you. If you terminate a SOW without cause and without WCIS's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with thirty (30) business days prior written notice.
- b. **Termination For Cause.** In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If WCIS terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then WCIS shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to WCIS had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause (defined below), then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.
- c. **Client Activity As A Basis for Termination.** In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by WCIS on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then WCIS will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

- d. Consent. You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- e. Equipment / Software Removal. Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which WCIS-owned or WCIS-licensed equipment or software (collectively, "WCIS Equipment") is located to enable us to remove all WCIS Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the WCIS Equipment is missing, broken or damaged (normal wear and tear excepted) or any of WCIS-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.
- f. Repayment of Discounted Fees. If you are provided with a price discount under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.
- g. Transition; Deletion of Data. In the event that you request WCIS's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to WCIS providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement, understanding automatic deletion of data will occur on or after thirty (30) calendar days of the effective termination date of this Agreement. We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) RESPONSE; REPORTING.

- a. Response. We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated as outlined in Addendum 1 ("Response Time", "Time to Response"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay

caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or environment, or (iv) delays caused by a force majeure event.

- i. **Scheduled Downtime.** For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM PST (or PDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to your environment. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime. Notification will be made to the Authorized Contacts of any affected, active SOW and this Agreement. Subsequent notification to the Client's staff will be the responsibility of the Client.
 - ii. **Client-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").
 - iii. **Vendor-Side Downtime.** We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.
 - iv. **Remedies; Limitations.** Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.
- b. **Onboarding Exception.** You acknowledge and agree that for the first one-hundred and twenty (120) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that

there may be unanticipated downtime or delays due to our initial startup activities with you (the "Onboarding Exception").

- c. Reporting. WCIS will provide quarterly reports on service metrics including average Time to Response, the time in which it takes a service agent to respond to a request for service, average Time to Resolution, the time in which it takes to consider an incident fully resolved and such resolution is confirmed by the incident's submitting party, and total ticket volume, the number of tickets submitted by the Client's staff. Additionally, WCIS will provide a monthly report showing the time spent on incident submissions to validate the fees charged related to monthly Service consumption.

9) CONFIDENTIALITY.

- a. Defined. For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of WCIS, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b. Use. We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.
- c. Due Care. We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d. Compelled Disclosure. If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) ADDITIONAL TERMS; THIRD PARTY SERVICES.

- a. EULAs. Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.
- b. Third Party Services. Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to WCIS or to you.
- c. Data Loss. Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.
- d. Bring Your Own Device (BYOD). Depending on the Service being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.
- e. Non-Client Environments or Personal "Home" Environments. We shall not provide Services to personal or non-client environments utilized by remote connections beyond the defined perimeter of the Client environment in a SOW.

11) OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party

("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.

12) **ARBITRATION.** Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration. The arbitration shall be administered and conducted by an arbitration party mutually agreed upon by WCIS and the Client before entering arbitration. In the event of any inconsistency between the applicable arbitration rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, a court of competent jurisdiction shall select the arbitrator. The arbitration shall take place in Wasco County, Oregon. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs. For these purposes, the "Prevailing Party" shall be the party who obtains an arbitration result more favorable to it than its last formal written offer to settle the dispute made at least twenty calendar days prior to the arbitration.

13) **MISCELLANEOUS.**

- a. **Disclosure.** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing, which, in our discretion, may require a modification to the scope or pricing of the Services.
- b. **Security.** You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed onto your System. We do not warrant or guarantee that all malware will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware ("Impacted Data") will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. You must maintain insurance for your environment as described in section 2) G of this Agreement. As described in Section 5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.

- c. Assignment. Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party.
- d. Amendment. Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by WCIS, specifically refers to this Agreement or the SOW being amended, and is accepted in writing by one of your Authorized Contacts.
- e. Time Limitations. The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.
- f. Severability. If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- g. Other Terms. We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- h. No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- i. Merger. This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.

- j. Force Majeure. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

- k. Non-Solicitation. Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees or subcontractors to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this Section 13(k), the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the defaulting party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the other party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.

- l. Survival. The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

- m. Governing Law; Venue. This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Oregon. You hereby irrevocably consent to the exclusive jurisdiction and venue of Wasco County, Oregon for any and all claims and causes of action arising from or related to this Agreement.

- n. No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

- o. Usage in Trade. It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- p. Business Day. If any time period set forth in this Agreement expires on a day other than a business day in Wasco County, Oregon, such period will be extended to and through the next succeeding business day in Wasco County, Oregon.
- q. Notices; Writing Requirement. Where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.
- r. Independent Contractor. We are an independent contractor; we are not your employer, employee, partner, or affiliate.
- s. Subcontractors. Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.
- t. Counterparts. The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and deliver this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

Addendum 1: Service Level Agreement

Three defining characteristics establish how tickets are prioritized in WCIS:

1. **Impact:** The overall number of users impacted and effect on impeding normal course of work. Impact can appear as following, but are not limited to:
 - a. ex. One printer is down, an adjacent printer can be used - *low impact*
 - b. ex. An entire building is unable to access network - *high impact*
2. **Urgency:** The required Time to Resolution (how quickly the incident needs to be resolved).
3. **Work:** Specifically related to the required service functions and job duties to be accomplished by the affected departments / users (**Note:** mandated services take priority)

The following Impact/Urgency definitions are used to determine WCIS effort priority:

Impact

- **High:** Affects an entire department, building, or groups of buildings; impacts direct services to citizens (i.e., those services directly utilized by a citizen)
- **Medium:** Affects a section of a department, building, or multiple users (but less than an entire department or building)
- **Low:** Affects a single user without impacting direct service to citizens

Urgency

- **High:** Work is stopped with no available workarounds
- **Medium:** Work can continue with workarounds or through alternative methods
- **Low:** Work can continue with minor inconveniences

Below are the priorities when combining both impact and urgency definitions:

	IMPACT: HIGH	MEDIUM	LOW
URGENCY: HIGH	Emergency	Urgent	Normal
MEDIUM	Urgent	Normal	Low
LOW	Normal	Low	Low

Based on the above priorities, the following are the service level agreements in terms of business hours, days, and weeks offered by WCIS (**Note:** total time to resolution are guidelines and projected targets; the impacted service may have many factors affecting total time to resolution)

Priority #	Name	Communication Method	Target Time to Response	Target Time to Resolution
1	Emergency*	Phone Call	1 hour	2 hours
2	Urgent	Ticket System	2 hours	24 hours
3	Normal	Ticket System	8 hours	72 hours
4	Low	Ticket System	24 hours	1 - 2 weeks

*Emergency priorities are provided with 24 / 7 (after hour) service for disaster and emergency dispatch incidents only

Addendum 2: 12-Month Statement of Work (SOW)

Mid-Columbia Center for Living (MCCFL) is in need of technical service coverage to maintain, administer, and develop information systems that ensure it can continue providing critical behavioral health services to the community. Wasco County Information Services (WCIS) agrees to provide coverage at a manageable cost and ensure MCCFL systems meet both regulatory and industry standards with limited disruptions to staff productivity. This document outlines a 12-month statement of work to provide services in the short-term by utilizing existing technical infrastructure at MCCFL and hiring additional staff to compensate for service demand.

- 1) Services. The following is an outline of the service components to maintain MCCFL systems and the associated responsible party:
 - a) MCCFL: Technical strategy ("Technical Strategy", "Strategy") includes but is not limited to, Technical Governance & Security (Identify & recommend security policy & procedure), provide direction and conclusions based on security monitoring & incident mitigation, and ensure the environment is HIPAA compliant. MCCFL will provide strategic direction (Technical Strategy) to WCIS through its own agents or staff. MCCFL can at any time request WCIS provide an addendum to this SOW to request WCIS take responsibility for the Technical Strategy at the defined hourly rate provided by the additional addendum for MCCFL's environment.
 - b) WCIS / MCCFL: Helpdesk Support ("Helpdesk") includes, but is not limited to, user creation / modification, workstation install and break / fix service, end user training / support to access systems, account lockouts, and down application support. Helpdesk support is any support provided by IS Technician staff level work of WCIS. WCIS will provide Helpdesk to MCCFL at the Helpdesk rate with the option for MCCFL to hire staff that can provide helpdesk support at the direction of WCIS without incurring Helpdesk hourly fees.
 - c) WCIS: System Administration ("Network/Data") includes, but is not limited to, server install & setup, maintenance, patching, and administration, authentication / identification management, print services management. System administration support is any support requiring Network / System Administrator staff level work at WCIS. These services are provided by WCIS and will be billed at the Network & Data rate.
 - d) WCIS: Data Administration ("Data") includes, but is not limited to, Database development / maintenance, backup administration & management, continuity planning & implementation, data reporting, and break / fix service to back-end data systems. Data Administration support is any support requiring Database Admin / Programmer Analyst staff level work at WCIS. These services will be provided by WCIS at the Network & Data rate.
 - e) WCIS: Telecommunications ("Helpdesk/Data") includes, but is not limited to, Office and Mobile Communications device support, telecommunication systems management and maintenance.

These services will be provided by WCIS at the Helpdesk rate when entry-level support, support provided at the IS Technician level, is required and the Network & Data rate when backend support, support provided by Network / System Administrator level, is required.

- f) (Other) Projects & One-Time services to be determined at the time of project planning and as outlined and agreed upon in a separate statement of work defining project efforts, costs, and payments, which will be signed by WCIS and MCCFL Authorized Contacts.
- g) If utilization of services exceeds the defined environment outlined in section three (3) of this SOW, WCIS will re-evaluate the utilization of services and adjust fees in accordance with that utilization to be approved by WCIS and MCCFL

2) Maintenance and Management of Existing System.

- a) WCIS will perform daily, weekly, and monthly maintenance ("Routine Maintenance Tasks"), which includes but is not limited to, server and network monitoring, system patching, system upgrades and hardware replacements, system backups, and routine, preventative maintenance tasks to ensure maximum possible uptime for the environment.
- b) Routine Maintenance Tasks will be paid at a base monthly cost as defined in section four (4) of this SOW

3) Projected Service Utilization. WCIS has created this SOW fees based on the utilization assumptions outlined in this section. The following is the known environment of MCCFL systems by WCIS from sources related system discovery performed by WCIS, MCCFL staff notes and documentation, and previous IT vendors:

- a) Servers. There are 4 physical servers, 20 virtual servers, and 9 appliances (security, storage, edge).
- b) Workstations. There are 163 end user desktops and laptops.
- c) Networking Devices. There are 23 devices used for switch and network operations.
- d) Satellite Network Locations. There are 4 network locations remote connecting to the primary The Dalles location.
- e) Printers and Other network Devices. There 59 network attached printers and other small network devices.
- f) Mobile Devices (cell phones & tablets). Unknown
- g) Phones. There are 180 end user desktop phones

- h) Projected Helpdesk Tickets. MCCFL is expected to submit approximately 58 tickets monthly with 20% of those tickets at the Network & Data rate and 80% of those tickets at Helpdesk.
- 4) Fees. Each service component has been identified as Technical Strategy, Network/Data, or Helpdesk service to determine hourly rates. Based on those components, the following hourly costs are:
 - a) Technical Strategy: To be determined by separate SOW should MCCFL change responsibility of Technical Strategy to WCIS
 - b) Network & Data: \$131 per hour
 - c) Helpdesk: \$112 per hour
 - d) Routine Maintenance Tasks: \$2922 monthly
 - e) Other: To be determined fees based on combination of hourly rates above and expended resources by WCIS to accomplish services beyond the Maintenance and Management of Existing System and as defined in subsequent, one-time statements of work and mutually agreed upon and signed by WCIS and MCCFL.
 - f) Network & Data and Helpdesk fees are charged at hourly rates defined in b) and c) respectively of section four (4) with 15 minute consumption increments and will be charged based upon the reported time spent on submitted incidents through WCIS's helpdesk support system.
- 5) SOW Sliding Fee Schedule.

At the execution of this SOW, the sliding fee schedule will take effect.

- a) For the first three (3) months of this SOW, all fees charged by WCIS will be charged at 25% (.25) of the full rate
- b) For Months four (4) through six (6), all fees charged by WCIS will be charged at 50% (.50) of the full rate
- c) For Months seven (7) through nine (9), all fees charged by WCIS will be charged at 75% (.75) of the full rate
- d) For Months ten (10) through twelve (12), all fees charged by WCIS will be charged at 100% (1) of the full rate
- 6) All work performed by WCIS under this SOW is subject to the Master Services Agreement and Service Level Agreement

APPROVED this 5th day of January, 2022.

Mid-Columbia Center for Living

Wasco County Board of Commissioners

Name: _____

Title: _____

Kathleen B. Schwartz, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



MOTION

SUBJECT: Information Services Agreement

I move to approve the Wasco County Information Services Master Service Agreement between Wasco County and Mid-Columbia Center for Living.



AGENDA ITEM

Bargain Sale & Deed to City of Dufur

[STAFF MEMO](#)

[PHOTO](#)

[MAPS](#)

[DEED](#)

[MOTION LANGUAGE](#)



MEMO

TO: Wasco County Board of Commissioners
Cc: Tyler Stone, County Administrator

From: Arthur Smith, Public Works Director

Date: December 27, 2021

Subject: City of Dufur acquiring county rock pit

Back in April of 2021, I was approached by the City of Dufur to discuss the possibility for them to acquire a five acre lot located along Dufur By-pass Road that was owned by the county. This lot was the site of an old rock pit that the county has owned since 1924. The city needed additional buffer land to meet the DEQ setback requirements for their sanitary sewer treatment project.

The land itself had no value to my department, (it is zoned A-160) but the remaining aggregate did have real value. Some of the five acre pit had been mined out, but I estimated that the site still contained at least 30,000 cubic yards of material for future use.

So, the City of Dufur and Wasco County legal counsels worked up a Bargain and Sale Deed that conveys the property to the city, but allows the county to retain all mineral rights and ability to conduct mining operations on the property.

This agreement benefits both parties, while still protecting the county's needs, and I support the BOC signing this deed.

Thank you

Arthur Smith
Public Works Director







Find address or place



DUFUR BYPASS RD

197

100ft

-121.129 45.443 Degrees

Until a change is requested,
All tax statements shall be sent to:
City of Dufur, Oregon
PO Box 145
Dufur, OR 97021

After recording, return to:
City of Dufur, Oregon
PO Box 145
Dufur, OR 97021

The true and actual consideration for this conveyance is: THREE THOUSAND and no/100 (\$3,000.00) and Conveyance for Public Benefit.

STATUTORY BARGAIN AND SALE DEED

WASCO COUNTY, OREGON, a State of Oregon Municipality, Grantor, conveys to the CITY OF DUFUR, OREGON, a State of Oregon Municipality, Grantee, the following described real property, all situated in Wasco County, Oregon:

A parcel of land lying in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 36, Township 1 South, Range 13, East of the Willamette Meridian, and being a portion of that property described in those certain deeds to Roy P. Barnet and Lola E. Barnet, recorded in Book 112, page 71, and Book 120, page 520, Wasco County Record of Deeds; said parcel being more particularly described as follows:

Beginning at a point 30 feet North of Engineer's center line station 1449+80 of the former The Dalles-California Highway (Dufur-Tygh Valley Section), said point being North 235.7 feet and East 142.6 feet of the one quarter corner common to sections 35 and 36, Township 1 South, Range 13 East of the Willamette Meridian. Running thence North 41° 51' East, 30 feet northerly and parallel to the former The Dalles-California Highway, 1090 feet to a point; thence North 48° 09' West 200 feet to a point; thence South 41° 51' West 1090 feet to a point; thence South 48° 09' East to the place of beginning, containing 5.014 acres.

THIS CONVEYANCE IS SUBJECT TO A POSSIBILITY OF REVERTER:

Notwithstanding any other provision herein, this conveyance is subject to a possibility of reverter whereby ownership of this property will immediately revert to the Grantor in the following scenarios: 1) should the described property (after the period of THREE (3) years, from the date hereof) no longer be used by Grantor for a public sewer system or setback area; or 2) should Grantee in any way interfere with Grantor's Reservation and/or related ongoing mineral or mining operations as follows and as determined by Grantor's sole discretion.

AND FURTHER SUBJECT TO A RESERVATION AS FOLLOWS:

Grantor, WASCO COUNTY, OREGON, retains mineral rights to this property and reserves the non-assignable right to operate a mineral and an aggregate mining operation on the site, provided that such operation(s) shall continue only so long as Wasco County shall, at its own expense,

comply with all laws and regulations of any state, federal or other public authority respecting the use of said premises for mining. This shall include, but not limited to regulations, permits, site recovery requirements and other requirements of the following:

1. Wasco County permit regulations.
2. DOGAMI permits and regulations.
3. MSHA Regulations
4. DEQ permits and regulations.

STATUTORY NOTICE:

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

GRANTOR
WASCO COUNTY, OREGON

Scott Hege, County Commissioner

Steve Kramer, County Commissioner

Kathleen Schwartz, County Commissioner

State of Oregon)
) ss.
County of Wasco)

 This instrument is acknowledged before me on the ____ day of _____ 2021,
by Scott Hege, Steve Kramer and Kathleen Schwartz, County Commissioners of Wasco County,
Oregon.

Notary Public for Oregon
My Commission Expires:_____

DEED OF DEDICATION ACCEPTED by Mayor and Recorder, as authorized and on behalf of
the City of Dufur, Oregon.

Merle Keys, Mayor

Kathleen Bostick, Recorder

State of Oregon)
) ss.
County of Wasco)

 This instrument is acknowledged before me on the ____ day of _____ 2021,
by Merle Keys as Mayor and Kathleen Bostick, as recorder as authorized and on behalf of the
City of Dufur, Oregon.

Notary Public for Oregon
My Commission Expires:_____



MOTION

SUBJECT: Bargain Sale & Deed

I move to approve the Statutory Bargain Sale and Deed conveying property to the City of Dufur, retaining County mining rights, for consideration of \$3,000.



AGENDA ITEM

OHA Public Comment Medicaid 1115

[PROPOSED WASCO COUNTY COMMENT LETTER](#)



BOARD OF COUNTY COMMISSIONERS

511 Washington St, Ste. 101 • The Dalles, OR 97058
p: [541] 506-2520 • f: [541] 506-2551 • www.co.wasco.or.us

Pioneering pathways to prosperity.

To: Health Policy and Analytics Medicaid Renewal Team
Attention: Michelle Hatfield

Re: 2022-2027 Medicaid 1115 Demonstration Application

Wasco County appreciates the opportunity to provide written testimony during the public comment period for the 2022-2027 Medicaid 1115 Waiver. Wasco County has been involved with the Columbia Gorge Health Council as a founding member of the regional Coordinated Care Organization. Many of the strategies focused in the current application reflect our local priorities of improving the wellness of OHP members across their continuum of coverage.

Specifically, Wasco County has been active in working with local public safety system to ensure that both adults and youth have access to services during time of incarceration in the local jail and detention facilities. We support the focus throughout the application on equity and ensuring the most vulnerable populations are able to access the full continuum of care.

We strongly support **Section 3.2 Improving Health Outcomes by Streamlining Life and Coverage Transitions**. Through collaboration with our Local Public Safety Coordinating Council and the Columbia Gorge Health Council a study was completed that identified the overlap of the high levels of Emergency Department usage and reoccurring instances for short incarceration stints. One of the key findings was the disruption in coverage and lack of access to both medication and primary care.

Recommendation for inclusion the term “local juvenile detention facility” in this section under “a) Retain benefits and/or extend full OHP Plus Medicaid benefits to all youth otherwise eligible for Medicaid upon entering the juvenile correction system throughout the duration of their involvement in juvenile corrections”. This simple change in language mirrors the reference to jails and local correction facilities.

The section recommendation would be to add the reference in the section “d) Members (adults and youth) transitioning out (within/out) of the criminal justice system and juvenile justice system”.

Respectfully,
Wasco County Board of Commissioners

Kathleen B. Schwartz, Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner



AGENDA ITEM

EDC Priority List and Quarterly Report

[PRIORITY LIST FOR BOC APPROVAL](#)

[STAFF REPORT](#)

WASCO COUNTY ECONOMIC DEVELOPMENT COMMISSION

802 Chenoweth Loop Road, The Dalles, OR 97058 ♦ 541-296-2266 ♦
www.co.wasco.or.us/businesses/economic_development_commission/index.php

To: Wasco County Board of Commissioners

From: Carrie Pipinich, Wasco County EDC staff

Date: December 14, 2021

Subject: Prioritized 2022 Wasco County Community Enhancement Projects

Action Requested:

- The Wasco County Economic Development Commission requests input and acknowledgement by the Wasco County Board of Commissioners of its prioritized list of 2022 Wasco County Community Enhancement Projects and Priority Issues.

Community Enhancement Projects

The Community Enhancement Projects process provides an opportunity for a formal dialogue with communities and organizations as well as providing a platform to highlight key priority projects from around the County as they seek funding or support from a variety of agencies. This process also allows the EDC to leverage its capacity and mandate for provision of technical assistance to identify and support projects that enhance the economic competitiveness of Wasco County and its communities.

The EDC utilizes local project prioritization meetings for initial information gathering. EDC staff met with organizations in Dufur, The Dalles, Maupin, Mosier and unincorporated South Wasco County during November to discuss local projects and each community's priorities for the upcoming year. The communities developed a list of their top three to five economic development related projects to move forward to the county-wide ranking process that took place at the December 2nd EDC meeting. Through this process the EDC received information on 35 projects from 22 entities. The full list of projects and community rankings is included in Attachment B.

The EDC Chair and staff then developed a draft ranking taking into account local prioritization and the following criteria:

- **Address specific economic development challenge or opportunities:** Emphasize projects that support a vibrant local economy, community sustainability, and economic competitiveness.
- **Prioritization of Critical Infrastructure:** Focus on core infrastructure with a broad definition that includes services that address community viability and vitality into the future.
- **Readiness to Proceed:** Community is supportive of moving the project forward as shown by commitment of financial and/or human capital. The project has a feasible path forward to funding.
- **Impact/Timeliness of Inclusion:** Is the project actively seeking funding? Are their regulatory or political challenges that inclusion can support addressing? Does inclusion in the EDC ranking have an impact on the project's strategy for moving forward this year?

The full EDC then discussed the draft prioritization and shifted the ten ranked projects to further reflect consideration of the criteria noted above at its December 2nd meeting. Considerations for revising prioritization also included:

- Opportunities to show support for critical projects requiring additional advocacy to move forward with funding or processes.
- Continued focus on prioritization of critical infrastructure as a foundation for development.
- Discussion of geographic balance across Wasco County to ensure that priorities expressed from across the county are incorporated and represented in the outcome of this process.

Priority Issues

The EDC again included priority issues in its process as a way to highlight areas that will impact Committee workplans as EDC Commissioner and staff engagement in 2022. Not all of these issues are appropriate for the EDC to take a leadership role on, but this designation and discussion would provide a foundation for the EDC to participate in and support strategies to address these issues. As there are opportunities identified the EDC may provide some technical assistance to support project development in these focus areas.

Priority issues are distinct from the projects in that they:

- Show a focus on the challenge to support long term economic opportunity in the County that has significant complexity in identifying strategies or solutions to make progress.
- No clear ownership of a discreet solution to the challenge or opportunity at this point.
- Opportunity for EDC to take leadership on, or participate in other forums, around these issues to identify potential policy strategies or projects in the issue area.

Staff has included the issues prioritized at our discussion in December in the attached priorities for consideration.

Next Steps

After the County Commission provides input and acknowledgement of a final list, staff will incorporate the list into the updated Wasco County EDC Strategic Action Plan and provide it to Mid-Columbia Economic Development District for inclusion in the regional Comprehensive Economic Development Strategy.

Attachment A: 2022 Community Enhancement Projects Proposed Ranking

<i>Rank</i>	<i>Project Sponsor</i>	<i>Project</i>
1	City of The Dalles	<u>Dog River Pipeline:</u> The Dog River Pipeline is a 3.5 mile long, 20-inch wood water supply line that has supplied the City for over 100 years. Currently over 50% of the City's water supply goes through the Dog River line. This pipeline is experiencing significant leakage due to deterioration and damage from trees. The City is working through final engineering and the City anticipates a funding shortfall. They are actively seeking the final resources to support this project.
2	White River Health District	<u>Deschutes Rim Health Clinic Expansion:</u> The Deschutes Rim Clinic currently has a 2,400 square foot modular building with two exam rooms and no extra space. The new facility will create increased and flexible office space for additional services including physical and mental health. Estimated total costs for this project are \$2.5 million. With funding from the State, local fundraising, and multiple foundations, there is still a need for \$1 million, with \$750,000 in grant resources identified for application.
3	City of Mosier	<u>Joint Use Facility:</u> The City of Mosier and the Mosier Fire District are partnering to develop a joint use facility that will include a City Hall, Fire Hall, and multipurpose community space in downtown Mosier on the North side of Highway 30. The building will house a fire station, city hall offices, and community meeting center. In addition to these core functions, the approximately 10,000 sf building will include a kitchen, restrooms, public works garage, storage, outdoor plaza, and parking. The estimated total project cost is \$6 million and is estimated to be completed by 2023.
4	City of Dufur	<u>Drinking Water System Improvements:</u> The City of Dufur does not currently have enough water resource to support their community through existing infrastructure. The city will be reviewing their Water System Master Plan to establish the next steps and solutions. To acquire adequate drinking water for community members the city will need to drill a new well, build sufficient water storage and construct a dedicated waterline to connect these assets. In addition, the city will be assessing the state of the current fresh water well and addressing what usage options are available.
5	Q-Life	<u>Cascades East Interconnection and Colocation Facility:</u> In the Northwest, major colocation points are in areas threatened by the Cascadia Subduction. This would mean that the internet was largely inaccessible in the event of a subduction event. Q-life is developing an improved colocation facility in The Dalles where providers and emergency communications networks can meet and access scalable communication paths.
6	Columbia Gorge	<u>Columbia Gorge Childcare Center (CGCC):</u> CGCC completed a feasibility study as the first step in developing a public childcare center to

	Community College	help address the regional shortage and improve workforce training available to childcare providers. The feasibility study indicated that the facility would need ongoing support from local partners to create the spots necessary to help fill this gap in services. Additionally, the estimated cost to construct a childcare center at the Columbia Gorge Community College campus is \$1.8 million. They have received \$1 million in ARPA funds allocated by the State and anticipate seeking additional funds this year to match.
7	Maupin Area Chamber of Commerce	<u>Deschutes Rim Athletic Complex:</u> Maupin is building a multi-purpose athletic facility at South Wasco County High School called the Deschutes River Athletic Complex to replace the original, egg-shaped track. The new, state-of-the art complex will include track and field facilities with an 8-lane IAAF certified track, a football field, and related spectator facilities that will accommodate a wide range of uses with opportunities for significant local impacts. The total estimated cost for the Phase 1 work is \$1.3 million, with \$200,000 in funding still needed. The project still needs \$400,000 in funding for phase 2 and will be looking for specific donors or sponsors for additional lighting and facility work moving forward.
8	Northern Wasco County Park and Recreation District	<u>Sorosis Park Redevelopment:</u> After the removal of the mature pine trees at the park, NWCPRD is planning significant improvements to the space to meet current needs and plan for the future. The project has the potential to break ground for phase 1 within 2022 which includes \$1 million in funding for hard scape, irrigation, and planting. They will then conduct additional fundraising for specific elements of the plan.
9	Q-Life	<u>South Wasco County Fiber Expansion:</u> Q-Life is seeking to construct a middle mile fiber backbone that connects Maupin to Tygh Valley (including the Fairgrounds), Wamic, and Pine Hollow. A private ISP partner will finance the construction of last mile infrastructure to businesses, homes, and key community institutions. The estimated project cost is \$5,894,827.00. Qlife has applied through the State of Oregon for NTIA funding and should receive notification of award or rejection sometime in November 2021. Qlife will continue to seek out other sources of funding to support the project should the NTIA elect not to award the project.
10	Wy'East Resource Conservation and Development	<u>Dufur Rural Innovation (DRI) Hub:</u> Wy'East RC&D has partnered with Bonneville Environmental Foundation, Forth, and Sustainable NW to establish the Dufur Rural Innovation (DRI) Hub. The DRI Hub will promote the use of electric farming equipment and vehicles in the area to support innovative agricultural practices. The Hub already has two electric tractors in use for testing and demonstration in Oregon. The next step for the DRI Hub is to acquire or lease space to allow the DRI Hub to interact with clients, manage their fleet, and provide educational experiences for local students. The estimated funding needed is \$200,000-\$500,000.

Priority Issues:

- **Issue: Developable Land.** As communities across the County continue to develop what land is available and ready for investment, there is a need to focus on ensuring that areas within urban growth boundaries, urban area boundaries, or appropriate rural centers are ready for development. The City of The Dalles, Port, and EDC are collaborating on a Brownfield Assessment Program with funding from EPA to support property owners in understanding redevelopment challenges and opportunities. Additionally, there is work being done in several communities focused on code and infrastructure updates that will allow for appropriate, additional development. As this development occurs and reduces the inventory of vacant or underutilized land other next steps will be proactively explored with partners.
- **Issue: Columbia Gorge Childcare:** There continues to be a shortage of qualified, affordable childcare in the Columbia Gorge region, particularly in The Dalles and Wasco County. CGCC completed a feasibility study would be the first step in this process to identify potential partners, the physical scope, regulatory requirements, operational costs, and capital construction sources for a child care center in The Dalles. Conversations will continue about how to support developing additional slots through this project and other efforts and are critical to ensuring workforce participation from families.
- **Issue: Housing:** Housing prices have continued to rise quickly in Wasco County over the last several years for both home purchases and rental units. We have consistently heard from employers and real estate professionals that the challenges in access and affordability for residents and potential employees seeking to come to Wasco County have hindered businesses' ability to grow. Better understanding this need and opportunities to address it will impact access to a robust workforce moving forward.
- **Issue: Broadband.** COVID-19 has further highlighted the gaps in broadband service availability for communities across Wasco County and additional focus on funding resources at the State and Federal level will provide opportunities for shovel ready projects in the next few years. Continuing to focus on creative strategies to address access needs will support diverse businesses, educational access, and many more key services to create vibrant communities.

Additional Projects Not Ranked:

Wasco County	Kramer Field Complex
Port of The Dalles	Marina Dock Replacement
Columbia Gorge Community College	Aviation Maintenance Technician Program Hangar/Infrastructure
Mid-Columbia Medical Center	New Hospital Campus
Tooley Water District	Tooley Well Repair or Replacement
Dufur School District	Ranger Tech-CTE Program
City of Dufur	Streetscape Improvements
Wasco County SWCD	Fifteenmile Underground Water Storage
Wasco County SWCD	Fish monitoring and irrigation loss incentives

City of Dufur	Downtown Revitalization
Dufur Park District	Pool Bathhouse Redevelopment
City of Maupin	Maupin City Park Boat Ramp Remodel
City of Maupin	Wastewater Treatment Plant Redevelopment
City of Maupin	Freshwater Reservoir Development
City of Maupin	City Park Restroom Replacement
City of Maupin	Legion Hall Improvements
City of Maupin	River Transit
City of Maupin	Mountain Fir Park Walking Path
Mosier Community School	School Renovation and Expansion
City of Mosier	Wastewater Treatment Plant Improvements
City of Mosier	Mosier Streetscapes
City of Mosier	Rock Creek Park Restoration
Wasco County SWCD	Mosier Deep Well Project
Wasco County SWCD	Mosier Area Well Repair Project
Wamic Water & Sanitary Authority	Wamic Wastewater System Replacement
Wamic Water & Sanitary Authority	Well # 1 Improvements
Wasco County Fairboard	Fairgrounds Master Plan
South Wasco Alliance	Head Start Home Gardening
South Wasco Alliance	Career Pathways Project
South Wasco Alliance	Community Farmstand Development
Wasco County SWCD	Bakeoven Watershed Enhancements

Attachment B: Community Enhancement Project Submissions

The Dalles Area

- 1. Dog River Pipeline (City of The Dalles):** The Dog River Pipeline is a 3.5 mile long, 20-inch wood water supply line that has supplied The City for over 100 years. Currently over 50% of the City's water supply goes through the Dog River line. This pipeline is experiencing significant leakage due to deterioration and damage from trees. The U.S. Forest Service has completed an environmental assessment of the project and the City is beginning the process for site preparation. This project is currently the highest priority project for the City Council of The Dalles. The City has \$5 million in reserves to dedicate towards this project, has received \$4 million in additional funding from Business Oregon and \$1 million from Oregon Water Resources Dept. They are still seeking additional funding to complete the project as construction costs have risen significantly as they develop final engineering.
- 2. Sorosis Park Redevelopment (Northern Wasco County Park and Recreation District):** The pine trees in Sorosis Park have been devastated by pine bark beetles and approximately 700 have been removed from the park. There continue to be mature oak trees on the property but there is a significant change in the tree cover available. Northern Wasco Park and Recreation District has conducted public outreach to better understand what the community in The Dalles would like to see from updates to the current park facilities and to ensure its usable and accessible for all. Planned improvements include fixing irrigation systems, replanting to establish a “forest feel” in one area and incorporating additional drought tolerant plantings, a covered full-sized basketball court and the creation of a community event space that will be close to the public restrooms, new food cart parking bays around the picnic table area, improving existing and adding new reservable picnic shelters, a walking track surrounding the playground that will also be replaced, and adding artificial turf infields and dugouts at the sports fields, and resurfacing of the walking path as well as lengthening it to a full mile. The project has the potential to break ground for Phase 1 within 2022 which includes \$1 million in funding (\$200,000 from SDCs, \$400,000 approved ARPA request to the City of The Dalles, and a pending \$400,000 ARPA request to the County) if all are approved for hard scape, irrigation, and planting. They will then conduct additional fundraising for specific elements of the plan.
- 3. Colocation space + Cascadia resiliency feasibility study (Q-Life):** Q-life currently operates a colocation facility in the basement of The Dalles' City Hall. This space is at capacity, is challenged with access and power difficulties, has minimal fiber route connection options, and is below ground making it prone to flood events. Q-life is proposing to build a new colocation facility at the Wasco County Emergency Operations/911 Dispatch center. This new space has potential for future growth and will have three separate incoming/outgoing routes not only providing excellent fiber-based access but will also create redundancy and resiliency in these connections should one fail. This new facility will have adequate space and power for foreseeable future need as well as space for back-up power options to sustain this colocation facility in the event of a power outage. In conjunction with these facility improvements, Q-Life is also interested in ensuring a redundant path to the internet from The Dalles/Wasco County. The Pacific Northwest is facing a potential Cascadia Subduction Zone Earthquake with potential catastrophic affects. Qlife and its partners are working to connect the proposed colocation facility to fiber

lines going East rather than to areas more impacted by a potential quake. A feasibility and/or scoping effort to identify and develop the partnerships and relationships is needed to support maintaining connectivity in the event of a major earthquake.

4. **Kramer Field Complex (Wasco County):** On November 3, 2021, MCMC presented a concept to the Wasco County Commission that detailed the construction of a new hospital campus on the current Kramer Field location. It is essential to identify and plan for a new sports complex location if this proposal can move forward. MCMC presented a conceptual drawing of what a new sports complex could look like on roughly 35 acres of land which are slated to be transferred into County ownership as part of the recently executed Strategic Investment Plan agreement with Design LLC. While substantial community outreach and discussion still needs to occur, a project of this nature will require numerous grants, community support, acquisition of land, site prep and more.
5. **Columbia Gorge Childcare Center (CGCC):** There continues to be a serious shortage of qualified childcare in the Columbia Gorge region, particularly in The Dalles and Wasco County. CGCC completed a feasibility study as the first step in developing a public childcare center to help address the regional shortage and improve workforce training available to childcare providers. The feasibility study indicated that the facility would need ongoing support from local partners to create the spots necessary to help fill this gap in services. Additionally, the estimated cost to construct a childcare center at the Columbia Gorge Community College campus is \$1.8 million. They have received \$1 million in ARPA funds allocated by the State and anticipate seeking additional funds this year to match.

Other Projects in The Dalles Area:

- Marina Dock Replacement (Port of The Dalles) (approx. \$500,000) will reconfigure and update launch ramp and restroom facility
- Aviation Maintenance Technician Program Hangar/Infrastructure (CGCC). Located at the industrial sites at Columbia Gorge Regional Airport. Pending EDA and FAA funding applications.
- Mid-Columbia Medical Center New Hospital Campus (MCMC) in feasibility stage
- Tooley Well Repair or Replacement (Tooley Water District)

Dufur Area

1. **Drinking Water System Improvements (City of Dufur):** The City of Dufur currently gets does not have enough fresh drinking water supply to support their community during the dry summer months. The City will be reviewing their Water System Master Plan to establish the next steps and solutions to expand water storage or supply for the community. To acquire adequate drinking water for community members the city will need to drill a new well, build sufficient water storage and construct a dedicated waterline. In addition, the city will be assessing the state of the current fresh water well and addressing what usage options are available.
2. **Dufur Rural Innovation (DRI) Hub (Wy'East Resource Conservation and Development):** Wy'East RC&D has partnered with Bonneville Environmental Foundation, Forth, and Sustainable NW to establish the Dufur Rural Innovation (DRI) Hub. The DRI Hub will

promote the use of electric farming equipment and vehicles in the area to support innovative agricultural practices. The Hub already has two electric tractors in use for testing and demonstration in Oregon. The DRI Hub partners have acquired congressionally directed spending funding for program expansion and several additional grants from PGE, Pacific Power, The Alumbura Foundation, and a conservation and innovation grant from the USDA focused on the effect of electric equipment on air quality as compared with diesel engines to support these efforts. The next step for the DRI Hub is to acquire or lease a property that can serve as an administrative office, mechanic shop, and public display space in Dufur. This space will allow the DRI Hub to interact with clients, manage their fleet, and provide educational experiences for local students. The estimated funding needed is \$200,000- \$500,000.

3. **Ranger Tech- CTE Program (Dufur School District):** Dufur School District is working to build out its Career Technical Education (CTE) program. They will provide educational opportunities for high school students in Dufur and the surrounding area to receive specialized technical education through developing partnerships with CGCC, Baker Technical Institute, and others. Subject matter will range from construction and welding to heavy equipment operation and CDL training. The establishment of these programs will create the opportunity for students to graduate high school with much needed skills and certifications that will allow them a path to enter the workforce at a local level. The school district is seeking \$125,000 to build out the program.
4. **Dufur Streetscape improvements (City of Dufur):** The City of Dufur hopes to improve sidewalks connecting from the first housing development on Court Street past the school to downtown and installing additional decorative streetlamps along the route to match those in downtown. These improvements will increase the livability and appeal of the Dufur streetscapes and create an inviting downtown environment for new businesses and residents.
5. **Fifteenmile Underground Water Storage (Wasco County Soil & Water Conservation District):** Wasco County Soil and Water conservation district is looking at creating a managed underground water storage facility to counter the low stream flows and summer high temperatures in the Fifteenmile watershed. This facility would capture high winter water flows and filter the water through eluvial sediment before injecting the water into underground for storage. Water will be able to be returned to the stream during times of low flow or high summer temperatures. The Feasibility phase of this project has already been funded and the SWCD is beginning the process to further develop the model. The current estimated build out costs at \$1 million to \$1.2 million.

Other Dufur Projects:

- Fish monitoring and irrigation loss incentives (WCSWCD)
- Revitalize Downtown Dufur (City of Dufur)
- Bathhouse for Dufur Pool (Dufur Park District)

Maupin Area

- 1. Deschutes Rim Health Clinic Expansion (White River Health District):** The White River Health District dba Deschutes Rim Clinic has broken ground on an expansion and upgrade of their current facility. The Deschutes Rim Clinic currently has a 2,400 square foot modular building with two exam rooms and no extra space. The new facility will create flexible office space that will expand current services and allow for additional services including physical and mental health services. The building has gone through two phases of design to create the right sized space to meet the needs of Maupin and the surrounding area. Estimated total costs for this project are \$2.5 million. The Clinic was awarded State funding through the Legislature in 2017, received grants from OCF, The Watson Foundation, the Maybelle Clark Macdonald fund, Randall Trust, and The Autzen Foundation and submitted a request for congressionally directed spending that has been included in bill mark up. The funding still needed is estimated at \$1 million, with \$750,000 in grant resources identified for application.
- 2. Deschutes River Athletic Complex (Maupin Area Chamber Foundation):** Maupin is building a multi-purpose athletic facility at South Wasco County High School called the Deschutes River Athletic Complex to replace the original, egg-shaped track. The new, state-of-the-art complex will include track and field facilities with an 8-lane IAAF certified track, a football field, and related spectator facilities that will accommodate a wide range of uses with opportunities for significant local impacts. The new facility will also provide opportunities to host concerts or sports camp groups. These opportunities for additional use of the facility will bring additional traffic to local businesses in the off season. Phase 1 of the project is nearly complete. The project team has leveled the field, installed draining and irrigation, run electrical underground to 3 out of 4 light pole bases, poured concrete curbing and an asphalt layer, and hydroseeded the field. The polyurethane running surface will be poured once the asphalt has completed its cure time. The total estimated cost for the Phase 1 work is \$1.3 million, with \$200,000 in funding still needed. The project has received grants from the Maybelle Clark Macdonald Foundation, Travel Oregon, The Roundhouse Foundation, the Healy Foundation, and significant local contributions. The project still needs \$400,000 in funding for Phase 2 and will be looking for specific donors or sponsors for additional work (lighting, seating/viewing area, stage). The track serves as a recreational and health resource for the community and will provide additional event space for meets and other activities.
- 3. Maupin City Park Boat Ramp Remodel (City of Maupin):** The current boat ramp at Maupin City Park is severely eroded and does not allow for boat trailers to be backed into the river. These limitations negatively impact the safety of boaters on the river and reduce the usability of the park as a needed entrance into the Deschutes River. The City of Maupin is applying to the Oregon State Marine Board for a consultant grant to assess what design options that will best meet the needs of the community.

4. Water/Wastewater redesign (City of Maupin): The City of Maupin has recently completed updated water and wastewater system master plans and have identified two key projects that they are working to engineer final designs.

Wastewater treatment plant: The plant is still operational and can support the capacity needed for the community but the equipment used is now obsolete with no replacement parts in production. This creates risks of equipment failure, river contamination, and reduced service to the community. The City is planning to upgrade and expand the wastewater treatment plant into adjacent available land. This expansion will supply the community with a modernized, resilient facility to support the growing community. The total estimated cost for the project is \$12 million.

Freshwater reservoir: A significant portion of the land within the City of Maupin available for development is at a higher elevation than the current freshwater reservoir. To adequately serve the growing community, the City will need to construct a second reservoir at a higher elevation. The City already owns property that could gravity feed water to these areas of the community. To fill a new reservoir the City would need to either drill a second well or pump water from the current city well. The City is seeking a design solution grant to assess the options available.

Additional Projects:

- City Park Restroom Replacement (City of Maupin)
- Legion Hall Improvements (City of Maupin)
- River Transit (City of Maupin)
- Mountain Fir Park Walking Path (City of Maupin)

Mosier Area

1. Mosier Center (City of Mosier): The City of Mosier and the Mosier Fire District are partnering to build a 10,000 sq ft joint use facility in downtown Mosier that will serve as City Hall, fire station, community center with kitchen and food pantry. The Mosier historical society will also have access to the space to share photos and wall hanging exhibits with the public. The building will be a certified net-zero building. After significant community participation in planning meetings and positive responses to community surveys, the schematic design phase was completed in fall of 2019 and was revised in 2021 to reduce construction costs. The estimated total project cost is \$6 million with an expected completion in 2023. Mosier received \$1.3 million from UPRR in derailment settlement agreements, putting \$1.1 million toward the Mosier Center and \$1.25 million from the State of Oregon Lottery Funding in two tranches. The Mosier Fire District received \$500,000 from the UPRR Derailment Settlement for this project and has committed an additional \$200,000 from Fire District Capital Reserves. In addition, \$450,000 for the building's Plaza site work has been awarded by Oregon Parks & Recreation. The project is 60% funded with an additional \$2million to be raised.

2. **Mosier Community School renovation and expansion (Mosier Community School):** The Mosier Community School is a K-through-eight charter school associated with Northern Wasco County School District #21 in Mosier. The school has been conducting planning work to renovate the building at the old Mosier gas station, being renamed Eastside. The school is planning for the creation of an art annex in the Eastside building, to create additional space dedicated for middle school grades, and add green space in the current lot. In addition to the Eastside building renovation, the school has designated several key improvements that need to be made to the existing 100-year-old school building. These changes include replacing the current oil burning heater with a new HVAC system and replacing the north facing single paneled windows currently in use.

Other Mosier Projects:

- Mosier Wastewater treatment plant (City of Mosier)
- Mosier Streetscapes (City of Mosier)
- Rock Creek Park Restoration (City of Mosier)
- Drill additional 200 ft for Deep Well #1 (WCSWCD)
- Mosier area well repair (WCSWCD)

Unincorporated South Wasco County

- **Wamic Wastewater System Replacement (Wamic Water and Sanitary Authority):** Wamic Water and Sanitary Authority's wastewater system has significant infiltration and inflow (I/I) issues in the spring months from an elevated groundwater table causing increased hydraulic loading in the system. As a result, the treatment facility suffers from the potential for overflow of the existing lagoons. As a result, DEQ has issued temporary approvals to irrigate out of the growing season four times since 2009 but indicated that the WW&SA is out of compliance with their permit and needs to make a plan to address this challenge. Many of the service connections are believed to be old and potential sources of shallow groundwater infiltrations because the septic tanks at each hook up are two-piece concrete on concrete with improper seals. Another likely cause of the I/I in the collection system is a result of improper bedding around the collection pipes causing breaks within the lines and separated joints. The system was installed as a self-help project by volunteers initially. In-place replacement of the existing system is the recommended solution, including approximately 25% of the septic tanks, replace sewer mains, laterals, and cleanouts, and seal the lift station to reduce I/I. Approximate cost for this project is \$1.5 million however WW&SA will likely utilize a phased approach with each phase costing approximately \$550,000.
- **Wasco County Fairgrounds (Wasco County, Wasco County Fair Board):** With assistance from MCEDD, a new strategic plan was adopted by the Fair Board in 2020. Goal 2, Action 2.1.1 details the development of a site master plan that prioritizes building improvements, renovations, and replacements. Staff is exploring a process to complete a site master plan with the assistance from an architect named LRS that involves community outreach and input. An initial quote we received for this work is \$13,250.00. One

concept being explored for this site master plan is the construction of new facilities to replace existing buildings that have reached their end of life and have structural challenges. While both would be multi-purpose facilities, one structure would be focused as an emergency response facility in particular given the Fairgrounds increasing use over the past few years as a fire response staging, command, and support area. The other facility would be focused as a multicultural venue to expand and supplement the Fairgrounds current Native American building. Finally, the Commercial Building at the Fairgrounds is vastly underutilized due to heating/cooling, acoustic, and access challenges. A renovation of this facility is being explored that would involve installing insulation, heating/cooling systems, acoustic tiles, and glass garage doors to allow better use of the building by camps, weddings, etc. Preliminary cost estimates for a renovation come in around \$150,000.00

- **South County Fiber Expansion (Q-Life):** Q-Life is seeking to engineer and construct a 144-count middle mile fiber backbone that connects Maupin, where there is an existing fiber to the home project that Q-Life is a partner in, to Tygh Valley, Wamic, Pine Hollow, as well as the Wasco County Fairgrounds. A private ISP partner will finance the construction of last mile infrastructure to businesses, homes, and key community institutions that leverages the proposed Qlife middle mile. The estimated project cost is \$5,894,827.00. Qlife has applied through the State of Oregon for NTIA funding and should receive notification of award or rejection sometime in November 2021. Qlife will continue to seek out other sources of funding to support the project should the NTIA elect not to award the project.

Other Projects in Unincorporated South Wasco County:

- Head start at home Gardening kits (South Wasco Alliance-SWA)
- Career Pathways Project (SWA)
- Community farm stand development (SWA: site acquisition/leasing phase (received grant from NWCPUD for building development)
- Well #1 Improvement (WW&SA)
- Bakeoven Watershed Enhancements (WCSWCD)

**Wasco County Economic Development Commission
Report to the Wasco County Board of Commissioners**

January 2022

Unincorporated Communities Committee

Staff met with Wamic Water & Sanitary staff and Rural Community Assistance Corporation (RCAC) to discuss opportunities for continuing to move the district forward with necessary improvements identified in their waste water system study. The study indicates that over time a full replacement of the system will be needed. Additionally, Tooley Water District was awarded a planning grant to help address their high levels of nitrates and staff provided input on the development of their RFP for an engineering firm to complete an alternatives analysis for a solution.

Small Cities Committee

Staff has worked on projects to support communities around the County. Staff worked with the City of Maupin to prepare for and attended a Council meeting to discuss planning for a community visioning process. The Council decided to shift the visioning work out to spring in hopes that improved COVID-19 conditions would allow for more engagement. Additionally, the City partnered with MaupinWorks on a grant application to support improvements to the old library building to create a coworking space. Their application to the Rural Opportunity Initiative was successful!

Staff met with the City of Dufur to discuss updates related to their upcoming projects and developments in the community. They are focused on ensuring their waste water system improvements move forward smoothly. After this project reaches the construction phase, City staff will shift focus to developing shovel ready water system improvements shortly.

Additionally, to support both the small cities and unincorporated areas in moving infrastructure projects forward, staff collaborated with Rural Community Assistance Corporation to host an “Infrastructure Planning and Finance Workshop” in Maupin in early November. Presentations on funding resources were given from DEQ, USDA RD, and Business Oregon in addition to the training around getting a project to funding ready. Approximately 15 systems were represented with the majority being from Wasco County.

Broadband Committee

The Broadband Committee is working with Q-Life representative to plan for developing a Broadband Action Team in Wasco County. A small planning group is developing outreach materials, starting outreach to partners interested in broadband, and exploring initial focus areas. There is a meeting planned for mid-January with a larger stakeholder group where the smaller planning group will propose focusing on gathering additional existing conditions data that can support funding requests.

Q-Life has continued work with consultants to develop high level cost estimates for expanding access to Cities and communities throughout Wasco County as well as explore the best approach to public/private partnerships to serve these highly rural areas. Staff is participating in this process as well as providing support for any clarifications associated with Q-Life’s National Telecommunications and Information Administration’s Infrastructure Grant program application. Additionally, staff arranged and participated in a meeting with a partner in developing the Willamette Internet Exchange to discuss lessons learned as Q-Life explores next steps with the Cascadia East Interconnection project.

Open for Business Committee: Staff is serving on the leadership team for the Brownfield Coalition Assessment Grant program on behalf of Wasco County with representatives from the City of The Dalles and Port of The Dalles. There are seven active assessment projects underway and several additional projects in the pipeline due to significant outreach from committee members. After this round of initial outreach in the City of The Dalles, staff is beginning to conduct additional outreach to other communities in Wasco County about these resources.

With support from Google, the EDC participated in initial planning efforts with the Center on Rural Innovation with partners at The Port of The Dalles and Columbia Gorge Community College. This effort focused on better understanding the entrepreneurial ecosystem with a focus on the digital economy. The group shared a presentation on initial next steps with the EDC and with Google's public affairs staff. These next steps focus on additional information gathering through further mapping of the entrepreneurship ecosystem, interviewing startup companies about their experiences and the supports they leveraged, and working with partners to develop programming to support networking and connecting with resources. This work will incorporate a digital economy focus as an opportunity to support connecting residents and local businesses to opportunities in this higher wage sector but will also engage more broadly with our traditional industry bases. Staff drafted an application to the Rural Opportunity Initiative grant program at Business Oregon to support next steps with this work. This application was awarded and staff is awaiting contracting to begin implementation. Additionally, MCEDD applied for an Oregon Community Foundation grant that will focus on increasing access to capital through several strategies but one will include Pub Talk type events in the region.

Strategic Planning

The EDC's current Strategic Action Plan is five years old and the EDC has been working through the process to update it over the course of 2021. At its meetings in June, September, and December the EDC spent time discussing updates to each section of the plan. Additionally, in December the EDC came to consensus to shift its committee structure to focus on goal areas. These Committees will be action oriented and identify projects that can be completed or make significant progress within an annual workplan. Staff will support these committees as well as work with EDC leadership to engage around longer term strategies and actions to continue to support a strong economy and vibrant communities in Wasco County. Next steps will focus on developing actions for an annual workplan implementing the strategy for each Committee, and staff will be developing a full draft of the Strategic Action Plan to present to the EDC in March.

General EDC Activities:

EDC staff provided the following support services:

- Staff supported scheduling and hosting the outreach meetings for the Community Enhancement Project process.
- MCEDD, CGCC, and partners from the Gorge out to Pendleton and the Tri-Cities collaborated to develop an application to EDA's Build Back Better Challenge to support the agricultural technology industry. The proposal incorporated expansion of the work being done with the Dufur Rural Innovation Hub, the development of an agriculture/technology program at CGCC, additional equipment for the Skills Center, and further assessment of broadband infrastructure in the area. The EDC provided a letter of support. MCEDD was notified that the application was not awarded in mid-

December. However, connections made will continue to be useful for exploring next steps in this important sector.

- The regional Comprehensive Economic Development Strategy sessions have been completed. Staff has been representing Wasco County EDC on the Steering Committee for this process.
- MCEDD hosted its annual Economic Symposium in early November as well as a follow up session on housing strategies. The sessions were recorded and can be [found here](#) on the MCEDD website.
- Staff connected Maupin Mayor Lynn Ewing with an opportunity to highlight the infrastructure work completed in Maupin to support a vibrant community at the Oregon Infrastructure Summit.
- Staff worked with the Deschutes Rim Athletic Complex partners to explore whether EDA funding would be suitable. After review, the group determined it was not a good fit for the project with requirements associated.
- The EDC provided several letters of support to the Deschutes Rim Health Clinic expansion project for different funding sources.
- Staff participated in a committee supporting the Child Care Center Feasibility study recently completed by Columbia Gorge Community College. The study identified an operations funding gap. CGCC convened partners to discuss the findings in early December and is developing a larger workgroup to explore implementation strategies. The EDC will continue to engage as appropriate.

By The Numbers

Source: Oregon Employment Department

- Unemployment rate (seasonally adjusted)

	Oct 2021	Sep 2021	Oct 2020
Oregon	4.4%	4.7%	7%
Wasco County	5.0%	5.2%	6.2%

- Total Nonfarm Payroll Employment (Not Seasonally Adjusted)

	Oct 2021	Sep 2021	Oct 2020	Change -month-	Change -year-
Oregon	1,914,900	1,893,500	1,844,100	21,400	70,800
Wasco County	10,090	10,100	9,940	-10	150

Articles:

- [Information Lifts Wasco County's Payroll Despite 2020 COVID-19 Losses](#)



AGENDA ITEM

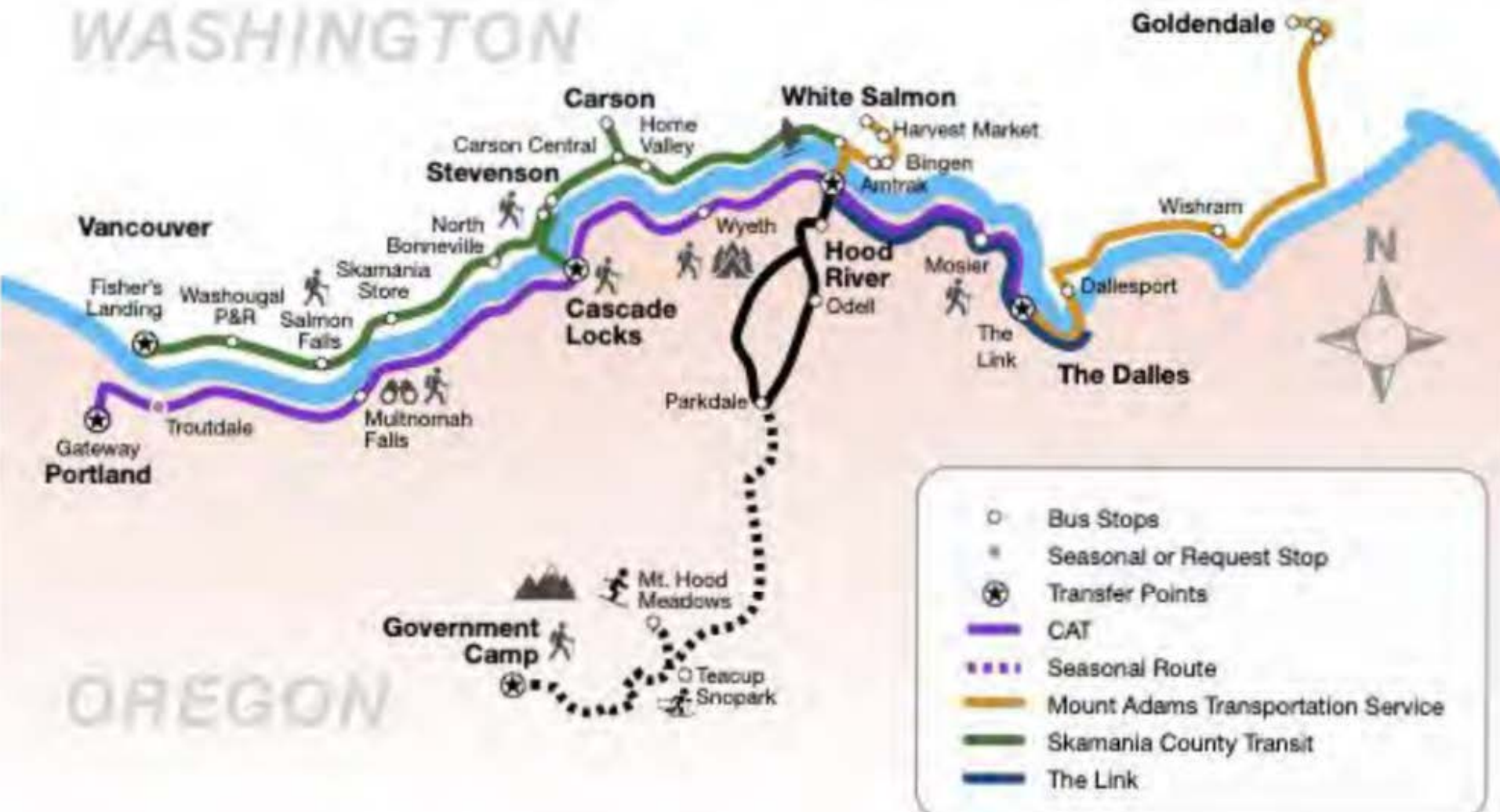
Coordinated Transit System

[PRESENTATION](#)

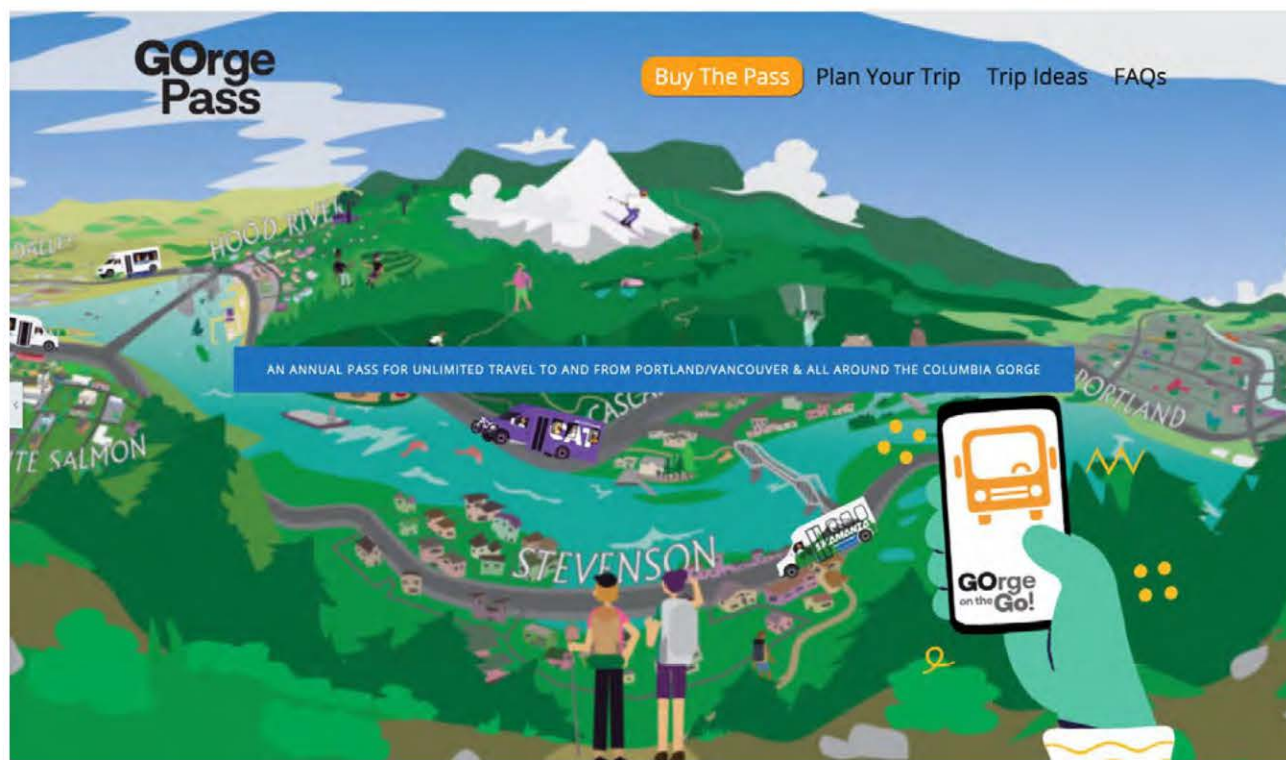
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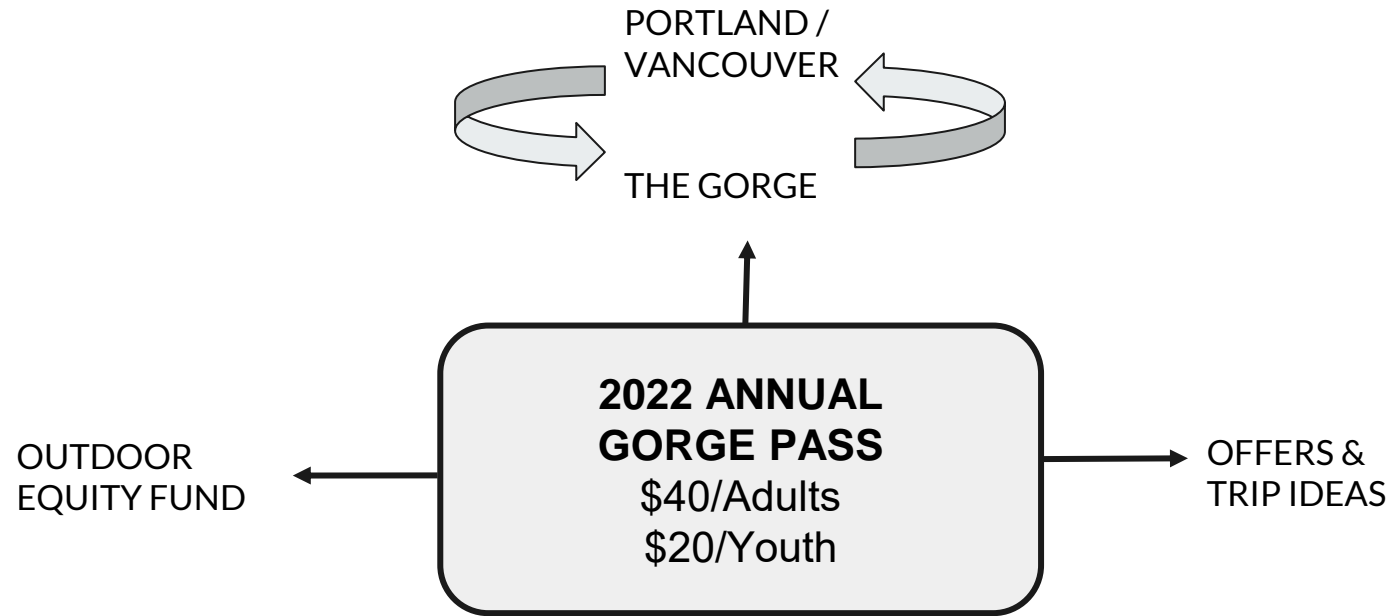
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- Columbia Area Transit
- The Link Public Transit
- Mt. Adams Transportation Service
- Skamania County Transit





Trip Ideas

Hop on to explore the Gorge in any season.

TRIP IDEAS



Where to play before or after your trip

Double click on each picture to learn more



Wild Diversity



/ˈjēō/ - relating to the earth



CULTURESEED

GORGE EQUITY FUND

- Passes for Outdoor Equity Organizations
 - Donations to Search & Rescue Efforts
 - Passes for Low Income Programs



GORGE PASS

\$40 Adult | \$20 Youth

Annual pass for unlimited car-free trips anywhere in the Gorge
Monthly trip ideas + Gorge deals
\$1 of each pass donated to Gorge Equity Fund

GORGE EQUITY FUND

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EMPLOYER SALES: BUY ONE, GIVE ONE

For every pass purchased, one will be given to the Equity Fund







Experience
GOLDENDALE



TRI  MET



business
oregon.



VISIT
VANCOUVER
USA



THE DALLES AREA
CHAMBER OF COMMERCE



GOOD FOR YOU

- Avoid parking hassles
- Connect to Portland & the airport
- Hike without permits
- Stress less, enjoy the view
- Healthier to walk more
- Use it to commute

GOOD FOR THE GORGE

- Reduce congestion
- Give equitable access to the outdoors
- Connect affordable housing, healthcare & jobs
- Get tourists to leave their cars at home
- Preserves the beauty of the region

Help build a stronger future system - the more passes sold, the more routes & times can be added



Ways you can support

Buy a pass

Spread the word

Have your org become a partner

Buy passes for your employees

Sell passes on your website

Donate to the Gorge Equity Fund

Questions?

Gorge Pass



THANK YOU



AGENDA ITEM

Wildfire Smoke Response

[NO DOCUMENTS HAVE BEEN SUBMITTED FOR THIS ITEM – RETURN TO AGENDA](#)



AGENDA ITEM

Recreation Enhancement, Wildfire Resiliency and Conservation Comments

[CONCEPT SUMMARY](#)

[PROPOSED COMMENTS](#)



LEGISLATIVE CONCEPTS: RECREATION ENHANCEMENT, WILDFIRE RESILIENCY, AND CONSERVATION FOR MT. HOOD AND THE COLUMBIA RIVER GORGE

OREGONIANS SHARE THEIR PRIORITIES FOR MT. HOOD AND THE COLUMBIA RIVER GORGE

Over the last several years, Congressman Blumenauer and Senator Wyden have listened to feedback from Oregonians, Tribal sovereigns, local elected officials, businesses, and others about Mt. Hood and the Columbia River Gorge. These stakeholders have shared information about how they use these special places, their concerns, and their proposed solutions to improve management, address wildfire risk, enhance recreation, and protect natural resources. After hearing from the public, the Congressman has compiled a series of legislative concepts designed to improve access to Mt. Hood and the Gorge for consideration in this public comment period. He welcomes your feedback as he and Senator Wyden continue to work together to protect and enhance our state's natural treasures.

PUBLIC PROCESS

For years now, Congressman Blumenauer and Senator Wyden have met with many individuals, elected officials, organizations, and local governments to better understand their ideas and concerns about Mt. Hood and the Gorge. They convened two public forums to gather feedback (March 2019 and August 2019). They held a public comment period during summer 2019 to solicit information, ideas, and concerns regarding these special places. During 2020 and 2021 they gathered additional feedback, ideas, and questions from a wide array of stakeholders, and put together draft concepts. The December 2021 comment period is another opportunity for the public to weigh in and help shape these ideas before legislation is drafted.

KEY THEMES

The public is interested in enhancing **sustainable and equitable outdoor recreation** on Mt. Hood and in the Gorge. During the coronavirus pandemic, these already-popular areas have seen skyrocketing use as people seek safe opportunities for outdoor recreation. The pandemic has underscored the need for relief at crowded trailheads, dispersal of use through better maintenance of existing trails and infrastructure and investment in new, sustainable recreational opportunities, and rehabilitation of wildfire-damaged infrastructure and increased fire resiliency, while ensuring that everyone feels welcomed when recreating here.

Oregonians also want to **protect the natural features that make these places so special**. With the outdoors providing a much-needed escape, people feel it's important now more than ever to preserve the canyons, ridges, and rivers where they hike, hunt and fish, bike, camp, ski, and ride. From pockets of old growth to stunning rivers and beautiful lakes, the Mt. Hood National Forest has many important resources to protect – for unparalleled recreation, for their wild character, to improve habitat for wildlife, to protect clean water and clean air, and to sequester carbon in the face of climate change.

Given the reality of climate change, we are likely to experience more frequent and intense storm and wildfire events on public lands. It's critical that as Congress seeks to enhance outdoor recreation



opportunities and conserve special places, it must **prioritize protecting communities at risk of wildfire damage**. Given the recent wildfire seasons and the increasing severity of catastrophic wildfire, there is considerable demand for plans and forest treatments to mitigate wildfire risk, and to invest in forest health across the landscape.

Imperative in managing public lands is respect for tribal communities who have lived on and stewarded the land since time immemorial. Future legislation addressing unmet needs on Mt. Hood must ensure that the federal government honors its treaty obligations and trust responsibilities to tribes by creating new management requirements to **ensure that tribal treaty rights are honored, prioritized, and protected**.

There's also significant interest in **modernizing transportation and transit systems** on Mt. Hood and in the Gorge. Local residents, employees, and visitors alike must get to and from these places safely and efficiently, while reducing car trips and greenhouse gas emissions.

DRAFT LEGISLATIVE CONCEPTS

Updating Mount Hood National Recreation Area.

By updating and expanding the existing National Recreation Area on the mountain, outdoor recreation opportunities and management could be enhanced, creating a better user experience while renewing a focus on wildfire resiliency, equity, and environmental stewardship. This concept could:

- Help the U.S. Forest Service prioritize equitable access to a diversity of high-quality outdoor recreation opportunities, reducing congestion on roadways and at crowded trailheads, and ensuring public safety and fire resilience, while protecting the ecological and scenic character of the area.
- Require a management plan to focus on enhancing, among other things:
 - Planning, protection, and management of structures for wildfire risk,
 - Investment in fire resiliency to protect communities and treasured places,
 - Trail stewardship and recreation management,
 - Transportation planning and management,
 - Big game and native species,
 - Natural, healthy forest stands and carbon storage, and
 - A variety of outdoor recreation experiences to serve diverse users.

Wildfire planning, mitigation, and rehabilitation.

Creating a wildfire planning, rehabilitation, and restoration plan for areas within the Mount Hood National Forest could help the Forest Service prioritize management activities that mitigate wildfire risk to communities. This concept could include:

- An assessment of wildfire risk across the Forest and creation of a mitigation and adaptation plan that identifies activities that can help protect communities, such as:
 - Science based, ecological fire mitigation treatments,
 - Evacuation routes and dissemination of emergency information, and
 - Prescribed fire and other wildfire risk management efforts.



- Prioritization of rebuilding and rehabilitation of recreation trails, boat launches, campgrounds, day-use areas, and other recreational infrastructure on the Forest for use by the public.

Enhancing trail stewardship on the Mount Hood National Forest.

Enhancing stewardship work on the Mount Hood National Forest could help ensure an ecologically and socially sustainable recreation trail network through the assistance of cooperating partners who are ready and willing to help. In other words, open more trails for more users, using better-coordinated volunteers. This concept could include:

- Creation of a recreation trails collaborative,
- Modernization of equipment to safely and effectively manage trail stewardship volunteers,
- Hiring more staff to manage recreation and partnership coordination,
- Identifying and meaningfully addressing recreation and stewardship issues concerning disadvantaged communities, and
- Exploring collaborative technology platforms to facilitate communication among volunteers.

Recreation enhancement for the Pacific Crest Trail.

Special management direction for land along the Pacific Crest National Scenic Trail on the Mount Hood National Forest could help preserve the trail's recreational, scenic, and other qualities. This concept could include help ensure that certain newly-proposed activities take the location of the Trail into account and, where practicable, minimize impacts to the Trail itself, without affecting reserved or outstanding rights provided by statute or treaty; the use and maintenance of existing roads, trails, highways; permitted activities; and other activities for wildfire resiliency.

Columbia River Gorge National Scenic Area trail planning and sustainability.

Enhancing recreation trail planning initiatives in the Columbia River Gorge National Scenic Area can ensure a better, more sustainable and more enjoyable recreation experience for all. This concept could include:

- Development of a common vision for a socially, ecologically, and economically sustainable recreation trail system within the National Scenic Area,
- Assessing the existing trail network to align with current ecological, social, cultural, and recreational needs; and
- Conducting studies to explore recreation trail development initiatives such as a loop trail system around the National Scenic Area and other key connector trails.

Designation of new additions to the Mount Hood Wilderness.

Wilderness designation in appropriate places can help preserve habitat and protect clean water and clean air – but also provide a wild, solitary recreation experience for a variety of users. This concept could include protecting as Wilderness parts of the iconic Tamanawas Falls area, Mount Defiance, Bluegrass Ridge and the beloved Salmon River keyhole, among other areas.



Designation of new Wild and Scenic Rivers.

Designating new Wild and Scenic Rivers is an important tool for protecting and enhancing selected scenic, recreational, and wild waterways that provide clean drinking water, outstanding experiences for recreationists, and habitat for fish and wildlife. This concept could include protecting parts of key rivers such as Still Creek, the West Fork Hood River, and sections of the Sandy River and Zigzag River, among others.

Ensuring Tribal sovereignty and treaty rights are honored.

Imperative in managing public lands is respect for tribal communities who have lived on and stewarded the land since time immemorial. The federal government must honor and prioritize its legal and trust obligations to tribes, and protect tribal treaty rights. This concept could include:

- Assurance that the Mt. Hood National Forest follows through on its statutory obligations to the Confederated Tribes of Warm Springs to develop a Cultural Foods Plan,
- Development of a management guideline to emphasize wildfire management, management of cultural foods, and habitat restore and enhancement for species such as deer and elk, and
- Regular training and workshops for Forest Service staff on tribal trust responsibilities.

Enhancing safe, reliable access to the Columbia River Gorge and Mount Hood.

Oregonians have called for better transportation management and safer access to the Columbia Gorge National Scenic Area and Mount Hood National Forest. Initiating the creation of a comprehensive plan in the Gorge, and enhancing existing plans on Mount Hood could help ensure that a wide variety of users – from tourists and regular recreational visitors to residents, employees, and folks just passing through – enjoy safe, equitable, and ecologically sustainable access to these special places by:

- Providing coordinated, reliable, and user-friendly transportation and transit options,
- Reducing congestion and improving public safety and emergency access,
- Providing sustainable funding sources for search and rescue, traffic and recreation management, and maintenance and restoration activities,
- Determining the feasibility of new or enhanced rest areas for public use on Mount Hood,
- Ensuring transportation options are accessible to transit-dependent and low-income communities; and
- Ensuring public safety.

Enhancing public safety.

As more and more Oregonians and tourists flock to Mt. Hood, it's critical that public safety is protected and enhanced. Local jurisdictions, who are largely responsible for activities like search and rescue, as well as significant firefighting and law enforcement services, must be able to keep providing these vital services. This concept could include:

- Authorization of funding for additional law enforcement and search and rescue personnel on the Mt. Hood National Forest who have undergone rigorous diversity, equity, and inclusion training,
- Help for counties and other Oregon jurisdictions to be reimbursed by the Forest Service for providing critical public safety services, and
- Emphasis on public education and signage, particularly for popular recreation areas.



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Pioneering pathways to prosperity.

Thank you for the opportunity to comment on the Legislative Concept: Recreation Enhancement, Wildfire Resiliency, and Conservation for Mt. Hood and the Columbia River Gorge.

Wasco County is uniquely positioned at the intersection of the Mt. Hood Forest and the high desert, skirted by Oregon Scenic Waterways, and the Columbia River Gorge National Scenic Area. The proposed legislative concepts will have an impact on many of our core service programs including: law enforcement, fire fighters, 911 dispatch, search and rescue, ambulance, land use planning, assessment and taxation, and code compliance. We would like to share some insight and recommendations to strengthen these concepts and ensure coordination with regional organizations and people that will be directly impacted.

We would encourage the concept to be revised to address one targeted area at a time. The sheer breadth and depth of the legislative concept scope has far reaching impacts that will be difficult to address comprehensively; Mt. Hood and the Columbia River Gorge have different stakeholders, resources, recreation types, and constraints and deserve to be evaluated separately.

The Columbia River Gorge, Mt. Hood, and adjacent lands are popular outdoor recreation destinations. The benefits of these resources to our community and visitors are manifold, and Wasco County strives to preserve and protect these sites for future generations. This can be challenging as the popularity of these locations has some unintended consequences; damage to protected resources from over-use, increased fire risk, conflicts with agricultural and forestry operations, increased emergency calls to under resourced rural service providers, and trash, traffic, and trespassing are issues we are confronted with dealing with at a local level, even though many of these sites are publicly owned and managed. We strongly support additional resources to our programs to accommodate any expansions to recreation sites.

We are also strongly in support of additional funding for law enforcement, search and rescue, and emergency services provided in conjunction with outdoor recreation. Our local rural fire districts and emergency service responders, including search and rescue, are in some cases staffed entirely by volunteers and have limited resources. Wasco County would ask that, with closures, there is additional funding allocated for local public safety and emergency service organizations that are still statutorily obligated to serve these often remote destinations. In addition, these professionals can provide significant insight into wilderness closures that can have unintended consequences for patrols, enforcement, and search and rescue. We encourage their involvement in developing these concepts.

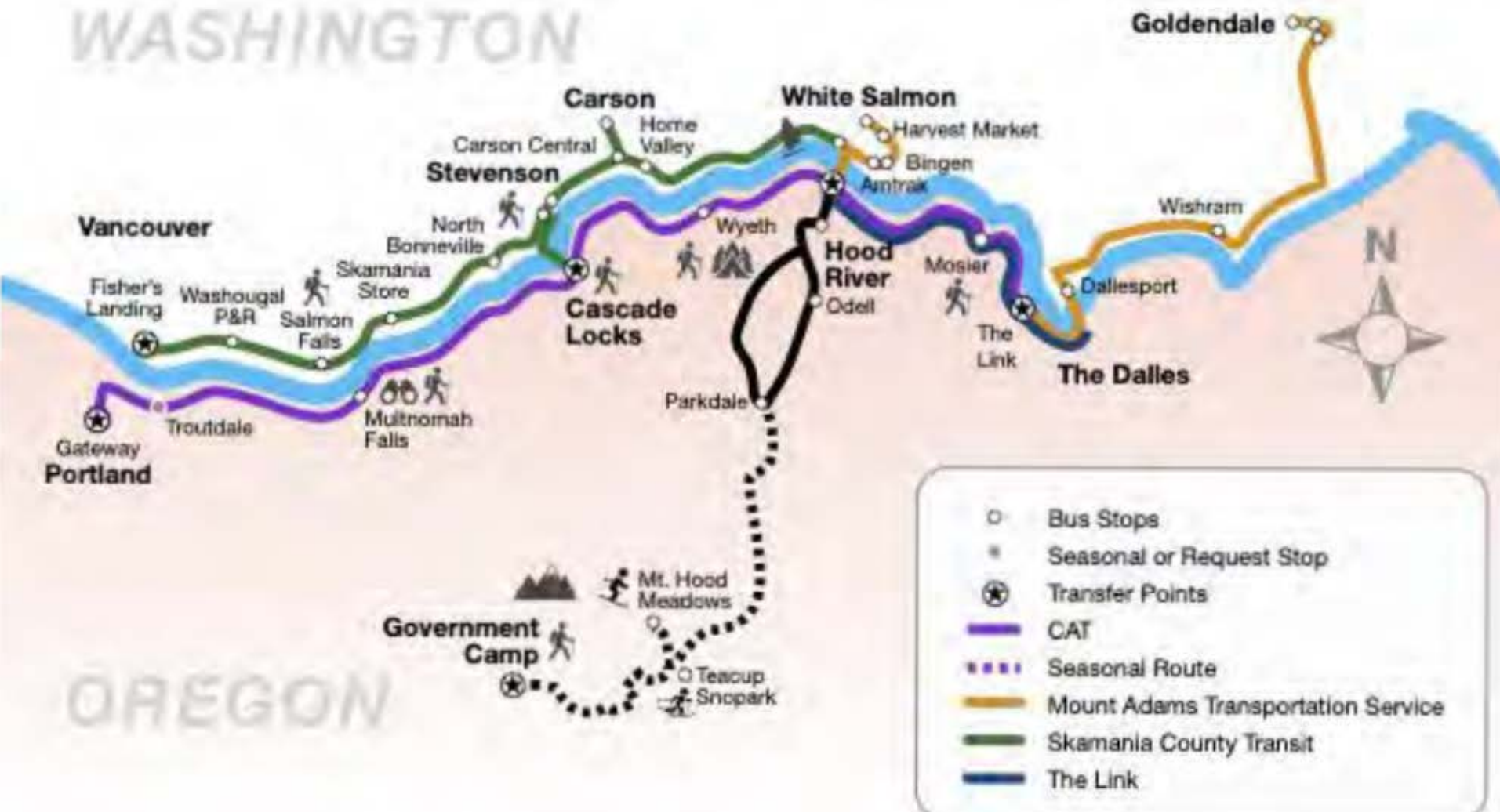
Wasco County has invested significant resources in planning for and mitigating wildfire risk. The majority of wildfires in Wasco County are human caused, and we work diligently to educate, encourage defensible space, and reduce development in high risk areas. Given the increasing numbers of visitors to the region, impacts of climate change, and limited resources of fire professionals, fire will continue to be a significant risk. Our citizens have identified fire and drought as two of the biggest challenges facing Wasco County in the future.

We support wildfire planning, rehabilitation, and restoration plans for the Mt. Hood National Forest focusing on a science based approach to forest management. We would also encourage the inclusion of drought resilient practices that can support sustainability for our beloved forest lands. We would ask consideration for a revision to USFS firefighting policies that would allow for more aggressive firefighting and forest management. We also need

Gorge Pass



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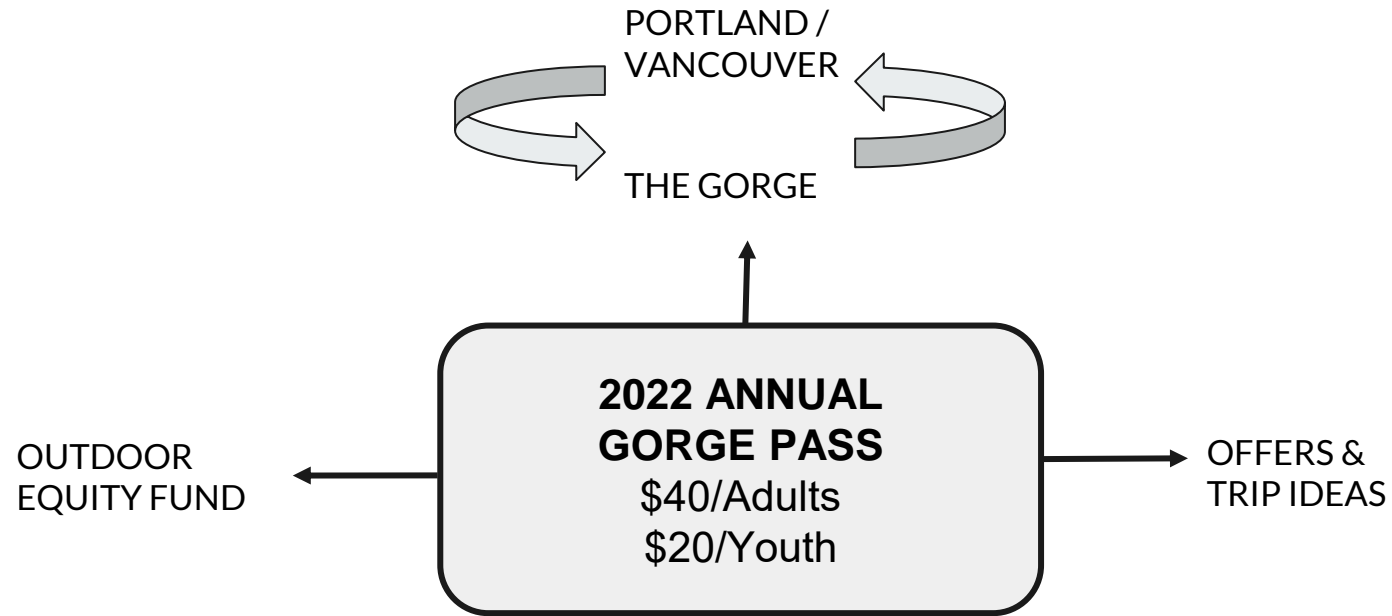
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- Columbia Area Transit
- The Link Public Transit
- Mt. Adams Transportation Service
- Skamania County Transit





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TRIP IDEAS



Where to play before or after your trip

Double click on each picture to learn more



Wild Diversity



/ˈjēō/ - relating to the earth



CULTURESEED

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EMPLOYER SALES: BUY ONE, GIVE ONE

For every pass purchased, one will be given to the Equity Fund







Experience
GOLDENDALE

VISIT
HOOD RIVER
THE AMBIENCE — COMING SOON

TRI  MET



FRIENDS *of*
COLUMBIA
GORGE

 OREGON
SOLUTIONS
FORTH

alta


TRAVEL
OREGON



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OREGON OFFICE OF
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SKAMANIA COUNTY
Chamber of Commerce


PROSPER
PORTLAND



TRAVEL
PORTLAND

VISIT
VANCOUVER
USA



THE DALLES AREA
CHAMBER OF COMMERCE

Mt. Adams
CHAMBER OF COMMERCE
AND VISITOR CENTER



GOOD FOR YOU

- Avoid parking hassles
- Connect to Portland & the airport
- Hike without permits
- Stress less, enjoy the view
- Healthier to walk more
- Use it to commute

GOOD FOR THE GORGE

- Reduce congestion
- Give equitable access to the outdoors
- Connect affordable housing, healthcare & jobs
- Get tourists to leave their cars at home
- Preserves the beauty of the region

Help build a stronger future system - the more passes sold, the more routes & times can be added



Ways you can support

Buy a pass

Spread the word

Have your org become a partner

Buy passes for your employees

Sell passes on your website

Donate to the Gorge Equity Fund

Questions?



Gorge Pass

THANK YOU

continued support for our Rural Fire Protection Districts and Rangeland Protection Associations including broad scale financial assistance and promotion of volunteerism, which has dramatically decreased in the last decade.

Wasco County consistently works with our tribal partners to ensure treaty rights and sacred lands are protected. One tool we could benefit from is an Oregon or federally based liaison to strengthen and improve support of tribal communities. We would encourage the creation of a liaison office that can be utilized by local government as a way to ensure for culturally appropriate coordination with Oregon tribal governments.

We recognize the demand for recreation trails in the Columbia River Gorge National Scenic Area. We would ask there be significant consideration that many of these areas are working landscapes that are critical to our local, regional, and statewide economy and that the removal of these sites from active farming or forestry can have serious impacts. We would encourage that, rather than conversion of these lands to public ownership, the legislature explore public private partnerships that would allow some limited public access while maintaining these sites for farm and forest use.

Local agricultural producers and foresters are some of the best stewards of our local landscape; local farm and forest operators consistently work with a variety of agencies and organizations to improve the quality and resiliency of the local environment. We would strongly encourage any concept development to include a variety of representatives from local agricultural and forestry operations as well as local government. We would also like to ensure our tribal communities are a key component of those conversations, as many loop or connector trails would intersect with treaty or sacred lands.

Finally, any land that is designated public removes taxing dollars from our general fund, which supports our essential services that are, in most cases, statutorily required. In Wasco County, nearly 60% of our land base is publicly owned or tribal lands. This does not negate our responsibility for servicing in these places, but it does mean we have a reduced taxing base to support that work. We would ask that for any new designated land, there be a recommendation for the conversion of land locked public lands that have no connection to larger resources to private ownership.

Thank you for your work to support and protect our cherished landscape and the many people that work every day to make this a special place for everyone.

Wasco County Board of County Commissioners

Kathleen B. Schwartz, Board Chair

Steven D. Kramer, Vice-Chair

Scott C. Hege, County Commissioner